

AGREEMENT

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFQ TITLE: Starkey Channel 5 Bank Stabilization

RFQ CONTRACT NO. 25-0437-RFQ-CCNA

COUNTY PID NO. 004135A

CONTINUING FIRM: Land & Water Engineering Science, Inc.

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SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS DEPARTMENT

This Agreement entered into on the **Click or tap to enter a date.** between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and **Land & Water Engineering Science, Inc.**, with offices in St. Petersburg, FL hereinafter referred to as the consultant.

WITNESSETH, that:

WHEREAS, Pinellas County, herein referred to as the County, requires professional engineering services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Starkey Channel 5 Bank Stabilization, Pinellas County, Florida

WHEREAS, the County desires the Consultant provide professional engineering services requisite to the development of the project; and

WHEREAS, the consultant has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the County and the consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows:

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SECTION 2 - SCOPE OF PROJECT

1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term project shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the project, and all project development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed project construction documents. The Consultant shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the project. The project design shall be based on the following data: Exhibit A – Scope of Services attached and incorporated herein as referenced.

All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements.

Required Deliverables

- Civil 3D files and PDF files (eTransmit) of construction plans and for each design phase submittal . The plans shall be provided electronically and digitally signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

2. PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in Exhibit A.

3. CONSULTING RESPONSIBILITIES

1. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.
2. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
3. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
4. The Consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the Consultant's Florida registered engineer.
5. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A Gantt chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.
6. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GENERAL DESIGN CONDITIONS

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.
2. All design data, plans, and drawings shall be delivered electronically as a PDF and .DXF or .DWG utilizing Civil 3D in accordance with the County's CAD standards. Microsoft Word and Excel originals should be submitted as

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appropriate. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

1. The project shall be designed by the Consultant in accordance with applicable industry standards. The Consultant shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the project or the services to be performed.
2. The Consultant and their Subconsultants must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Consultant and Subconsultant. A Consultant and Subconsultant may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Consultant enters a contract with a Subconsultant, the Subconsultant must provide the Consultant with an affidavit stating that the Subconsultant does not employ, contract with, or subcontract with unauthorized aliens. The Consultant must maintain a copy of the affidavit for the duration of the contract.

If the County, Consultant, or Subconsultant has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subconsultant knowingly violated this provision, but the Consultant otherwise complied with this provision, the County will notify the Consultant and order that the Consultant immediately terminate the contract with the Subconsultant.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Consultant acknowledges upon termination of this agreement by the County for violation of this section by Consultant, Consultant may not be awarded a public contract for at least 1 year. Consultant acknowledges that Consultant is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Consultant or Subconsultant shall insert in any subcontracts the clauses set forth in this section, requiring the subconsultant to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any Subconsultant or Lower Tier Subconsultant with the clause set for in this section.

3. Consultant acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

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SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. **SERVICES**

A. SEE EXHIBIT A – SCOPE OF SERVICES.

2. **BIDDING PHASE**

1. The Consultant shall prepare with the county's assistance the necessary bidding information, bidding forms, the conditions of the Contract, and the form of Agreement between the county and the contractor. The Consultant also, shall produce a complete digital set of documents (plans and specifications). Set shall be signed, sealed, and dated. The Consultant, following the county's review of the construction documents and of the latest statement of probable construction cost, shall be available to assist the county in obtaining bids, and in preparing and awarding construction contracts for each bid package. The Consultant shall assist with conducting pre-bid conferences and shall prepare a bid tabulation spreadsheet following receipt of bids.
2. If the advertisement for bids has not commenced within 60 days after the consultant submits the approved construction documents to the county, any fixed limit of construction cost established as a condition of this agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the construction documents to the county and the date on which the advertisement for bids occurred.
3. The Consultant shall prepare any required addenda to construction plans and specifications on the project during the bidding phase affecting the consultant's plans and specifications. The Consultant shall also provide any addenda during the construction phase in sufficient quantity to distribute to all necessary parties as determined by the county. Addenda material shall be placed in envelopes by the consultant for mailing by the county. The consultant shall also furnish certified mail receipt material and prepare mailing labels. The county shall mail all addenda.

3. **CONSTRUCTION PHASE**

All contact and/or communication from the Consultant to the Contractor shall be coordinated with the knowledge of the County.

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for County.
3. Construction Field Observation Services consisting of visits to the site, no more than six visits throughout construction, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information.
5. Review for correctness Contractors pay requests for the County.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the County as required by construction exigencies. Response to any request must be received by the County within 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the County of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the County.
10. Prepare as-built record drawings, based on as-built survey furnished by the Contractors including significant changes in the work made during construction. The Consultant will provide signed and sealed digital copies of the as-built record construction documents.
11. Transmit certified as-built record drawings and general data, appropriately identified, to the County within 30 days following completion of construction.

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12. Consult with, and recommend solutions to, the County during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
13. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
14. Document noted defects or deficiencies and assist the County in preparing instructions to the Contractor for correction of noted defects.
15. The Contractor shall provide the Consultant with all the required projects close out material for Consultant's use in the warranty period services.
16. The Contractor shall have prime responsibility in the warranty period for all services herein. The Consultant shall assist, consult, observe review and document as noted.

4. PROVISIONS RELATED TO ALL PHASES

1. The Consultant will investigate and confirm in writing to the County, to the best of the Consultant's knowledge, conformance with all applicable local public and utility regulations.
2. The Consultant will coordinate work designed by various disciplines.
3. The Consultant shall submit to the County design notes and computations to document the design conclusions reached during the development of the construction plans.
 - a. Design notes and computations shall be submitted to the County with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any County comments shall be resubmitted. At the project completion, a final set of the design notes and computations, properly endorsed by the Consultant, shall be submitted with the record set of plans and tracings.
 - b. The design notes and calculations shall include, but not be limited to, the following data:
 - 1) Design criteria used for the project.
 - 2) Roadway geometric calculations
 - 3) Structural calculations.
 - 4) Drainage calculations.
 - 5) Traffic design calculations
 - 6) Traffic control calculations
 - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 8) Calculations showing probable cost comparisons of various alternatives considered.
 - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - 10) Other project-related correspondences as appropriate.
4. Each set of plans for the project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the County. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the County.
5. The Consultant shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the project.
6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
7. Other Consultant responsibilities shall be as listed below:
 - a. Provide necessary sealed drawings to obtain building permits or any utility permit.
 - b. Assist the County in Contractor claims and/or litigation.
 - c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the County against claims by suppliers or third parties.

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8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
9. All work prepared and/or submitted shall be reviewed and checked by a Consultant (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional Consultant in responsible charge.

5. PERMIT APPLICATIONS AND APPROVALS

1. The Consultant shall prepare all permit applications, data and drawings required for submittal by the County for approval of local, state and federal agencies.
2. The Consultant shall, at no additional cost to the County, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the project.
3. For the purpose of ensuring the timely approval of all permits necessary for the construction of the project, the Consultant shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

6. COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

1. The requirements of the various utility services shall be recognized and properly coordinated with the project design.
2. Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the project.

7. WORK RELATED TO PROJECT CHANGE ORDERS

The Consultant will perform all work required in connection with County project change orders in a timely manner in accordance with the time frames set out in this section. This work may include services in connection with both the development of potential change orders to the project, as well as consideration of submissions by a County contractor, including review of contractor price quote packages for County requested change orders. Change order related services may include, but are not limited to, response to new design requirements or changes in regulatory requirements or field conditions, review of documentation to identify ambiguities, requesting missing or needed information, evaluation of overall impacts to the project, and making recommendations regarding the reasonableness and appropriateness of schedules and costs.

For design work, or other services as assigned, needed in preparation of a potential County change order, Consultant must prepare all documents and materials in sufficient detail and in such a manner that they can be efficiently reviewed by County's contractor for the preparation of a detailed price quote, and so that the contractor's price quote can be expeditiously evaluated for conformance with all stated requirements.

When the County is in receipt of a price quote from a Contractor for a County requested change order, the Consultant must fully review all submitted materials and provide a response in writing recommending acceptance or rejection within 7 calendar days. If the Consultant recommends rejection of the contractor's submittal, the Consultant must provide a detailed written response identifying the specific deficiencies and needed corrections.

All deliverables for work related to change orders must be submitted to the County within 7 calendar days, except that work required in response to a price quote received from a County contractor for a County requested change order must be completed within 5 business days. The County may request an earlier deadline for specific submittals depending on the circumstances, in which case Consultant must use its best efforts to submit deliverables in the time frames requested.

At the County's request, Consultant may be required to apportion proposed change order designs into phased or segmented groups to ensure each proposal can be administratively processed in accordance with County requirements.

In the event Consultant fails to fully comply with the requirements of this section, the Consultant will be liable to the County for damages or expenses resulting from a change order becoming deemed approved by operation of statute.

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY

The County shall provide the following for the Consultant's use and guidance:

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- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the project design, which the County may have in its possession.
- B. Reproducibles of the County Engineering Department Standard Drawings applicable to the project.
- C. Sample copies of the County standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

The following services shall be provided at no additional cost to the County:

- 1. Prior to the commencement of design activities, the County will conduct with the Consultant a pre-design conference for the purpose of discussing issues relative to the project, plans preparation and submittal procedures and to convey to the Consultant such items provided for under Section 4 as may be required and available at that time.
- 2. The Consultant shall make presentations to the County's Director of Public Works or designee as often as reasonably requested and at any point in the project development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the County's best interest.
- 3. The Consultant shall participate in monthly project conferences with County staff personnel. The meetings will be scheduled by the County at a location provided by the County.
- 4. The Consultant shall attend, as technical advisor to the County all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the project, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the County, shall either plead the County's case or provide engineering and technical assistance to the County in its pleading of the case.
- 5. The Consultant shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the County and appropriate County staff shall attend.

SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES

1. **BASIC SERVICES**

The services described and provided for under Sections 2, 3 and Exhibit A shall constitute the Basic Services to be performed by the Consultant under this Agreement.

2. **OPTIONAL SERVICES**

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the Consultant under this Agreement. Optional Services shall be rendered by the Consultant only upon written authorization by the County's Director of Public Works, or designee.

3. **CONTINGENCY SERVICES**

When authorized in writing by the County's Director of Public Works or designee, the Consultant shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the project scope.

Compensation for any Contingency Services assignments shall be negotiated between the County and the Consultant at the time the need for services becomes known.

4. **ADDITIONAL SERVICES**

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the Consultant shall provide such additional services as may become necessary because of changes in the Scope of project. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

5. **INVOICING**

The Consultant may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase.

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The County shall make payments to the Consultant for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The Consultant shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the County may, prior to processing of the invoice for payment, require the Consultant to submit satisfactory evidence to support the invoice.

All progress reports shall be mailed to the attention of the designated Project Manager, Erin Struzzieri.

CONSULTANT shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Consultant's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by CONSULTANT in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

SECTION 7 - COMPENSATION TO THE CONSULTANT

1. For the basic services provided for in this Agreement, as defined in Section 3.1, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of \$32,510.08 for the Task 1 - Site Meetings, Project Management and Contract Maintenance Phase of the project.

A Lump Sum Fee of \$17,779.66 for the Task 2 - Project Team Meetings Phase of the project.

A Lump Sum Fee of \$24,101.60 for the Task 3 - Data Collection and Gap Analysis Phase of the project.

A Lump Sum Fee of \$9,533.72 for the Task 4 - Geotechnical Investigation Phase of the project.

A Lump Sum Fee of \$18,462.76 for the Task 5 - Project Production Team (PPT) Meetings Phase of the project

A Lump Sum Fee of \$160,171.68 for the Task 6 - Evaluation and Analysis Phase of the project

A Lump Sum Fee of \$356,749.34 for the Task 7 - Design & Plans Phase of the project

A Lump Sum Fee of \$18,170.82 for the Task 8 - Utility Coordination Support Phase of the project

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A Lump Sum Fee of \$19,553.84 for the Task 9 - Public Engagement & Project Information Meeting Phase of the project

A Lump Sum Fee of \$62,961.30 for the Task 10 - Environmental Permitting Phase of the project

A Lump Sum Fee of \$162,283.68 for the Task 11 - 90% & 100% Final Design Plans Phase of the project

A Lump Sum Fee of \$11,544.64 for the Task 12 - Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation Phase of the project

A Time and Material Fee of \$65,112.84 for the Task 13 - Post Design Support Phase of the project

The above fees shall constitute the total not to exceed amount of \$958,935.96 to the Consultant for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

2. For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:

A Time and Material Fee of \$53,624.28.

3. For any CONTINGENCY SERVICES performed, the County agrees to pay the Consultant, a negotiated fee based on the assignment, up to a maximum amount not to exceed \$0.00 for all assignments performed.
4. Total agreement not-to-exceed amount **\$1,012,560.24**.
5. For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
6. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - PERFORMANCE SCHEDULE

Time is of the essence in this Agreement. The Consultant shall plan and execute the performance of all services provided for in this Agreement in such manner as to ensure their proper and timely completion in accordance with the following schedule:

1. The services to be rendered by the Consultant shall be commenced upon receipt from the County of written "NOTICE TO PROCEED."
2. All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in 2.3 E.
3. The Consultant shall not be held responsible for delays in the completion of the project design when the County causes such delays. The County reviews related to the above submittals shall not exceed 21 days.

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

1. The contingency services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Public Works or designee.
2. The additional services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.
3. The Consultant shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation, therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any

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subconsultant not listed as part of the prime consultant's team at time of award must be approved by the Director of Purchasing prior to performing any service.

SECTION 11 - SATISFACTORY PERFORMANCE

All services to be provided by the Consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's Director of Public Works or designee.

SECTION 12 - RESOLUTION OF DISAGREEMENTS

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
2. The decision of the County upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
2. The Consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on task assignments paid by lump sum fee.
3. For the purpose of such audits, inspections, examinations and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
4. The County's agent or authorized representative shall have access to the Consultant's facilities and all necessary records in order to conduct audits in compliance with this Section. The County's agent or authorized representative shall give the Consultant reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the Consultant under this Agreement shall be delivered to and become the property of the County. The Consultant, at its own expense, may retain copies for its files and internal use. The County shall not reuse any design plans or specifications to construct another project at the same or a different location without the Consultant's specific written verification, adaptation or approval.

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION

1. The Consultant must maintain insurance in at least the amounts required in the Request for Qualification throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Qualification, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached.
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from

AGREEMENT

liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246

In carrying out the contract, the Consultant shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

SECTION 17 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant acknowledges that it is functioning as an independent Consultant in performing under the terms of this Agreement, and it is not acting as an employee of County. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 19 - TRUTH IN NEGOTIATIONS

By execution of this Agreement, the Consultant certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within 1 year following the end of the contract.

SECTION 20 - SUCCESSORS AND ASSIGNS

The Consultant shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the County.

SECTION 21 - INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of 5%, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 - TERMINATION OF AGREEMENT

1. The County reserves the right to cancel this Agreement, without cause, by giving 30 days prior written notice to the Consultant of the intention to cancel. Failure of the Consultant to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 30 days to cure the breach. Where notice of breach and opportunity to cure is given, and Consultant fails to cure the breach within the time provided for cure, County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

AGREEMENT

2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County shall be limited to that portion of the Consultant's compensation earned through date of termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the County, including but not limited to anticipated fees or profit on work not required to be performed.
3. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
4. In the event that conditions arise, such as lack of available funds, which in the County's opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for One thousand ninety-five (1095) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 - CONFLICT OF INTEREST

1. By accepting award of this Contract, the Consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the Consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the project for which the Consultant is furnishing its services required hereunder.
2. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the County.

SECTION 25 - ENTIRE AGREEMENT

This Agreement represents, together with all Exhibits and Appendices, the entire written Agreement between the County and the Consultant and may be amended only by written instrument signed by both the County and the Consultant.

SECTION 26 - PUBLIC ENTITY CRIMES

Consultant is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Consultant agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Consultant represents and certifies that Consultant is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Consultant agrees that any contract awarded to Consultant will be subject to termination by the County if Consultant fails to comply or to maintain such compliance.

SECTION 27 - PUBLIC RECORDS

Consultant acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Consultant agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

CONTRACTOR'S DUTY:

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

AGREEMENT

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-5139

Email: wharvey@pinellas.gov

AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

For Contractor:

PINELLAS COUNTY, FLORIDA, a
Political subdivision of the State of
Florida, by and through its
Board Of County Commissioners

CONSULTANT: **Land & Water Engineering Science, Inc.**

Dikran Kalaydjian

Chairman

Authorized Signature

Date: _____

Dikran Kalaydjian, PE, ENV SP

Printed Authorized Signature

ATTEST: Ken Burke, Clerk of the Circuit

Court

Principal

Title Authorized Signature

Deputy Clerk

Date: _____

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney

EXHIBIT A - SCOPE OF SERVICES

**TASK ORDER SCOPE OF SERVICES
ENGINEERING CONSULTING SERVICES**

Contract No.: 25-0437-RFQ-CCNA

Design and Permitting

For

**Starkey Channel 5 Bank Stabilization
PID 004135A**

**Prepared for:
Pinellas County Public Works
Capital Improvements Division
14 S. Fort Harrison Avenue
Clearwater, FL 33756**

Prepared by:

**Land & Water Engineering Science, Inc.
8950 Dr. Martin Luther King Street N, Suite 205
St Petersburg, FL 33702**

September, 2025

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit “A” is part of the agreement known as 25-0437-RFQ-CCNA - Starkey Channel 5 Bank Stabilization, between Pinellas County (hereinafter referred to as the COUNTY) and Land & Water Engineering Science, Inc. (hereinafter referred to as the CONSULTANT).

I. PROJECT TITLE

The COUNTY project title is Starkey Channel 5 Bank Stabilization. The project identification (PID) number is 004135A.

II. OBJECTIVE

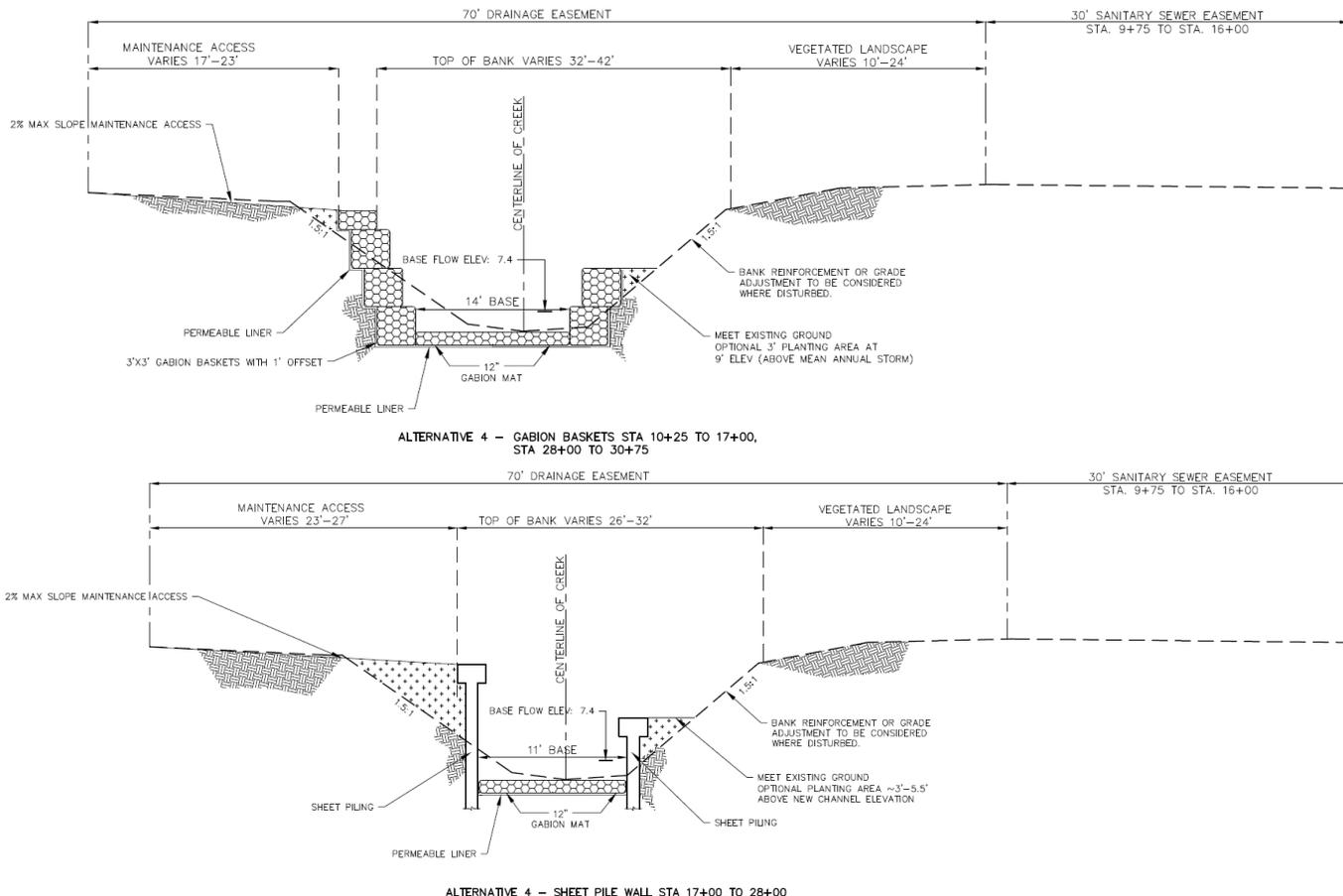
The objective of this project is to further develop the previously selected design Alternative 4 – Combination of Gabion Baskets and Sheet Pile Walls from the Preliminary Engineering Report for Starkey Road Channel 5 Bank Stabilization, prepared by Land & Water Engineering Science, dated July 24, 2024. The design provides a vertical wall (gabion baskets) on the western and eastern portions of the channel, and vertical wall (sheet piles) in the middle portion. The scope of work includes, but is not limited to hydrologic and hydraulic modeling, permit and construction level drawings, and bid support documents, described in detail below.

III. PROJECT DESCRIPTION

The existing banks of Starkey Road Channel 5, shown in the below figure, consist of very loose sand that has little or no cohesion. The channel has been experiencing both fluvial and mass failure erosion for decades. Channel degradation has caused the creek to deepen, resulting in steepening of the banks and bank failures that encroach onto the maintenance road and toward commercial properties on both sides of the embankment. Severe erosion has also caused sediment transport downstream.



Design Alternative 4 is shown below. This conceptual design is subject to change if the analysis reveals a more appropriate section(s).



CONSULTANT shall review the Preliminary Engineering Report and other project information (provided by the COUNTY) to assist with the design, permitting and post-design services.

IV. PROJECT SCOPE OF WORK

All deliverables shall be in electronic format unless otherwise specified. A Schedule of Deliverables is provided as Attachment A.

Task 1: Site Meetings, Project Management and Contract Maintenance

The CONSULTANT shall conduct up to two (2) site reviews, which consist of one (1) site review meeting with County Public Works staff during the data collection stage, during this trip CONSULTANT to validate the survey, and one (1) site review with the COUNTY after the 30% engineering drawings have been submitted to the COUNTY. CONSULTANT shall attend one (1) conference call with COUNTY project manager prior to a Project Production Team (PPT) meeting. COUNTY will schedule two meetings and the conference call after coordinating with CONSULTANT.

The CONSULTANT shall provide monthly updates, including progress status and project schedule updates via email, it is estimated that (18) progress reports will be submitted.

The CONSULTANT will provide project and contract management for the duration of the project. This will include the preparation of project documents and filing systems for the project such as contract documents, sub-

consultant agreements, meeting action items, project schedule and deliverables list. CONSULTANT will prepare project invoices, schedules and progress reports each month, as detailed in SECTION VII – INVOICING.

Deliverables: Two site review summary emails, conference call meeting agendas and minutes

Invoices, schedules, and progress reports

Meetings: Two meetings (two site reviews) and one conference call (pre-PPT),

Task 2: Project Team Meetings

CONSULTANT shall attend a Project Kick off Meeting and progress meetings throughout the duration of the design.

Within two weeks after a Notice to Proceed (NTP) has been issued, the COUNTY and CONSULTANT will participate in a virtual kick-off meeting to discuss the flow of information, review the project objectives, scope and schedule.

In addition, eight (8) progress meetings are to be held at critical junctures of the project. The project team is to include CONSULTANT staff, COUNTY staff, and other stakeholders as designated by the COUNTY. Meetings are expected to be held at the following milestones:

- One (1) kick-off meeting with all key project team members and COUNTY Project Manager
- Meetings for 30%, 60% and 90% Design Document Review
- Design Review and Coordination meetings as called by the County Project Manager, (4) total.

The CONSULTANT will keep accurate minutes of all meetings and distribute copies to all participants, within five (5) calendar days after the meetings. PROFESSIONAL will coordinate with the COUNTY and prepare the necessary agenda for each meeting to be held. Display material shall be developed and prepared by PROFESSIONAL.

Deliverables: Meeting agenda, summary, and attendance sheet

Meetings: One Virtual kick-off meeting

Task 3: Data Collection and Data Gap Analysis

The data collection phase will consist of the CONSULTANT conducting a field investigation. The field investigation will include: observation and photographic documentation of the existing conditions within the project area; and limited soil/groundwater table conditions investigation utilizing hand augers. The data obtained from the field investigation will be used in conjunction with information obtained during the previously completed PER phase to refine the selected design. During the review phase, the CONSULTANT will research and review existing information such as permits, as-built plans, design documentation, survey data and other pertinent information regarding the project location available from typical industry resources and the COUNTY. Upon review of all existing project documentation, CONSULTANT shall identify further subsurface utility engineering investigation, additional geotechnical investigation, and any other investigation to determine the best methodology for the design of the selected alternative.

The COUNTY will provide (as available):

- Project area boundary
- Photos and County stormwater inventory GIS data
- Historical reports, preliminary engineering report with alternative design plans, calculations, geotechnical reports
- Ecological data for the project corridor including wetland and surface water limits delineations

- Boundary Topographic Survey (DTM, ACAD files, pdf)
- Sample plans and specs of a recent creek stabilization project

The CONSULTANT shall download the most recent version of the County's AutoCAD Civil 3D Kit. The CONSULTANT shall also identify gaps in data and provide the gap analysis to the COUNTY in an email.

Deliverables: Draft & Final technical memo with data gap summary

Meeting: One (1) Site Visit

Task 4: Geotechnical Investigation

The CONSULTANT will utilize the services of SUBCONSULTANT to perform the geotechnical analysis. The CONSULTANT will coordinate the work and provide a quality review of SUBCONSULTANT'S work before submitting to the COUNTY. The proposed geotechnical analysis scope of work is summarized below.

The objective of the geotechnical investigation is to assist with design support of Alternative 4 – Combination of Gabion Baskets and Sheet Pile Walls. To meet this objective, the following services will be provided. Hand auger borings to be performed at two channel side locations at a maximum depth of 10-ft below existing grade or auger refusal for analyzing soil conditions. Additional two Standard Penetration Test (SPT) borings to a depth of 15 feet for the pedestrian bridge and sheet pile wall. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter. A signed and sealed Geotechnical Report will be issued summarizing the field work, laboratory testing and predicted soil properties related to the final design of sheet pile.

SUBCONSULTANT shall provide a Geotechnical Engineering Report that summarizes the geotechnical evaluations, analyses, and recommendations for quality assurance and testing during construction. A draft report shall be submitted to the COUNTY for review and comment. A final, signed and sealed version of the report will incorporate COUNTY feedback and comments.

Deliverables: Draft Geotechnical Engineering Report (for COUNTY Review)

Reponses to COUNTY comments

Final signed and sealed Geotechnical Engineering Report

Task 5: Project Production Team (PPT) Meetings

The CONSULTANT shall attend four (4) PPT/QC Review meetings associated with the 30%, 60%, 90% and 100% design phases. These meetings will occur after the responses to the comments have been reviewed by the project team. The meetings will be scheduled by the COUNTY after coordinating with the CONSULTANT.

Deliverables: Responses to QC review comments (COUNTY will provide spreadsheet)

Agenda

Attendance sheet

Meeting highlights and list of action items

Meetings: Four (4) PPT/QC Review Meetings

Task 6: Evaluation and Analysis

The CONSULTANT shall perform hydrologic and hydraulic modeling.

6.1 Hydrologic & Hydraulic (H & H), Stormwater Modeling & Floodplain Impact Analysis

The purpose of H & H modeling is to support the development of the design for Alternative 4.

It is expected that HEC-RAS, or a similar hydrodynamic computer model as approved by the COUNTY, will be used to evaluate flows, velocities, and shear stress in the existing and proposed conditions to support the design of the creek bank stabilization measure. Appropriate upstream flow and downstream stage boundary conditions will be established to aid in the modeling. Tailwater data will be obtained from available downstream stage data or established based on reasonable assumptions. Impacts from the 10-year/24-hour, 25-year/24-hour and 100-year/24-hour storm events shall be determined by running the 2024 Starkey Road WMP ICPR 4 model, to be provided by the COUNTY. It is expected that the hydraulics of the creek will be evaluated for several design storms including the 10-year/24-hour, 25-year/24-hour and 100-year/24-hour storm events.

COUNTY LEVEL OF SERVICE FOR STORMWATER AND FLOOD MANAGEMENT

County's Level of Service (LOS)	
100 yr / 24 hr	No structural flooding (business or residential) Any adverse impacts shall be submitted to COUNTY for review
25 yr / 24 hr	Flooding contained within ponds and channels
10 yr / 24 hr	No street flooding on County maintained streets The allowable spread width is per the FDOT drainage manual and Greenbook The HGL shall remain below the curb inlet elevation
Note: Refer to Pinellas County Stormwater Manual (2024 version) for specific information on LOS	

The CONSULTANT shall conduct a floodplain impact analysis including proposed floodplain compensation (if compensation is required).

A technical memorandum explaining model development and execution methodology, summarizing model results (tabular and exhibit summaries), discussing stability issues (if any), a clear basis of assessing proposed improvements for flood protection, and describing the floodplain impact analysis and potentially necessary floodplain compensation will be provided.

The above data will be used to confirm the appropriate creek cross-sections, longitudinal slope and strengthening materials as described in Alternative 4.

The following are some of the components that will be evaluated to meet the above-outlined objectives. CONSULTANT shall evaluate all other components as necessary to complete a comprehensive analysis on the design:

- Creek bottom and embankment erosion and reinforcement
- Slope failure conditions based on available geotechnical report data and field soil assessment

- Inverts immediately downstream of the box culverts under Starkey Rd
- Effect of wildlife crawl outs on channel flow
- Existing outfall pipes that discharge into the channel

CONSULTANT shall provide a technical memorandum that summarizes the H & H modeling and analysis.

Deliverables: Draft & Final H&H assessment technical memorandum Digital input/output HEC-RAS & ICPR 4 model files

Agenda, summary and action items

Meetings: One (1) virtual meeting to review PPT QC review comments on the technical memorandum

One (1) virtual meeting prior to submitting the final technical memorandum after addressing the PPT QC review comments

6.2 Model Peer Review Coordination

The CONSULTANT shall coordinate with the COUNTY and a third-party consultant (hired by the COUNTY) who will perform a peer review on the modeling efforts. This coordination shall include model file sharing, responses to peer review comments, model revisions (existing and proposed conditions) as necessary, and a technical memo summarizing the work effort that resulted from the peer review. The CONSULTANT shall also prepare and provide a model ledger that explains all the refinements and their respective sources and results (including a high level summary, in geodatabase form and/or notes, of what changes were made to the model, to what (node-basin-link), and why, etc.)

The estimated duration for the third-party peer review is 45 calendar days, and the estimated duration for the CONSULTANT'S time for responding to comments and model revisions is 45 calendar days for each round of comments. This task includes up to three rounds of comments, responses and model revisions.

Deliverables: Agenda, Summary and Action Items

Responses to review comments

Revised ICPR model and geodatabase

Technical memorandum including model ledger

Meetings: Three (3) virtual meetings

Task 7: Design Submittal Requirements, Design Criteria, 30% and 60% Design Plans

Submittal Requirements and Design Criteria 11"x17" plan sets

The CONSULTANT shall develop and provide the COUNTY with 30%, 60%, 90%, 100% and Final Plan submittals. CONSULTANT shall reference ATTACHMENT C – Design Submittal Checklist for Submittal Requirements. CADD files will be provided with every plan submittal. The horizontal alignment or plan portion of the plans shall include as a minimum: entire mainline baseline and/or centerline of construction with the existing topography; existing right-of-way limits, begin and end project limits and horizontal geometrics. The design plans shall be produced on 24" x 36" at a scale of 1" = 20'. The vertical alignment or profile grade shall also be plotted in the profile portion (lower half of sheet). The proposed profile shall indicate respective

geometric controls such as length of vertical curves, vertical points of intersections, and percent grades. Existing ground line shall also be shown as a reference in the profile portion. The profile stationing shall depict formats with beginning and ending stations with intermediate tick marks matched with the plan portion along the alignment, or as close as possible in curved alignments. Profile scale should be the same as is for horizontal but 10% of the horizontal assigned for vertical. (e.g., Plan: 1" = 40'; Profile: 1" = 40' Horizontal and 1" = 10' Vertical). Cross drains, seasonal high water and mean high water elevations shall be shown in the profile. Site benchmarks shall be clearly marked including vertical and horizontal control coordinates.

Plan/Profile Views and Cross Section Design Files

The CONSULTANT shall establish and develop plan and profile views and cross section design files in accordance with the 2024 version of the Pinellas County Civil 3D CADD Manual and FDOT Plans Preparation Manual. Cross sections intervals shall be every 50 feet and as needed at special sections for detail. Cross sections shall include cut/fill quantities per cross section and total cut and fill quantities for the entire project, right of way / easement lines, top of bank, toe of slope, seasonal high and mean high water elevations.

Tree Disposition Analysis

The CONSULTANT shall provide a tree disposition table in an EXCEL spreadsheet using the County-provided topographic survey. Data collected for tree inventory will include species identification, diameter at breast height (DBH), critical root zone (CRZ), tree rating category per Sec. 138-3654(1)(4), Pinellas County LDC., protected, and removed. Tree rating shall be conducted under the supervision of an ISA Certified Arborist.

The CONSULTANT shall perform a tree impact analysis (includes canopy coverage impact estimates based on DBH measurements from survey – i.e., 1" tree DBH = 1' canopy radius, and tree mitigation strategies) associated with the proposed slope stabilization alternative. Tree mitigation will be calculated per Sec. 138-3654(a)(4). The tree impact analysis (includes canopy coverage reduction and tree mitigation) shall include a summary of trees to be removed, their associated canopy area reduction and a recommended mitigation plan to restore loss of canopy. The CONSULTANT shall include a summary of the tree impacts for each of the alternatives in the report.

A CRZ buffer of 3 times the DBH plus ½ the DBH shall be used to identify impacts and identify trees for protection, removal, and areas for alternatives to construction. The CONSULTANT shall provide the tree disposition table on plan sheets. The COUNTY project manager will provide guidance on this task.

Mitigation Planting Plan Drawings

CONSULTANT shall provide mitigation planting plan drawings based on specifications and layout provided by the COUNTY. It is assumed this would be 3 additional plan sheets.

Specifications, Bid Quantities and Engineering Cost Estimate

CONSULTANT shall prepare or provide specifications for all pay items that are not in the Pinellas County Standard Technical Specifications For Roadway and General Construction (2025 version).

CONSULTANT shall prepare bid quantities that include all bid items, which comprise the project design. Bid items shall include reference to applicable COUNTY and FDOT Measurement and Payment items. CONSULTANT shall provide an Engineer's Opinion of Probable Construction Cost (EOPCC) at the 30%, 60%, 90% and 100% design submittals. The COUNTY shall provide a template for the EOPCC. CONSULTANT shall prepare or provide specifications for all pay items that are not in the Pinellas County Standard Technical Specifications for Roadway and General Construction (2025 version) or FDOT standard specifications.

Engineer's Opinion of Probable Construction Cost shall be submitted with the 30%, 60% and 100% final design review submittals. Final bid quantities shall be submitted with the Final design review submittal. A final construction cost opinion based on the final bid quantities shall be submitted with the 100% final design review submittal. Construction costs are to be based on the most current costs obtained from the COUNTY'S 6-month averages (provided by the COUNTY) and FDOT Construction Contract History and as confirmed by the COUNTY.

The 30%, 60%, 100% and Final Plan submittals will be reviewed by the County and comments provided to the

CONSULTANT for revisions and final approval.

Task 7.1 30% Design Plans

The 30% design plans shall be in accordance with the 2024 version of the Pinellas County CADD Standard Manual for Survey and Civil Engineering, and FDOT Plans Preparation Manual. Refer to Attachment C for 30% Design Submittal Checklist for submittal elements.

Additional site-specific security and temporary safety measure notes will be incorporated into the final design during the constructability review.

Deliverables: 30% design plan sheets

CAD Files

QA/QC Documentation

Task 7.2: Drainage Design Criteria Memorandum, Design Report and 60% Design Plans

CONSULTANT shall complete drainage design for the proposed improvements to Starkey Channel 5.

The drainage design shall have the following features: is consistent with requirements of FDEP, SWFWMD and USACE, Pinellas COUNTY and any other regulatory agencies which have jurisdiction over the project; is consistent with requirements of the COUNTY Stormwater Manual (2024 version) and other stormwater related criteria in the COUNTY's Code of Ordinance; utilizes existing facilities where possible; is cost effective.

60% Design Plans

The 60% design plans shall be in accordance with the 2024 version of the Pinellas County CADD Standard Manual for Survey & Civil Engineering, and FDOT Plans Preparation Manual. Refer to Attachment C for 60% Design Submittal Checklist for submittal elements.

The DRAINAGE ENGINEER shall conduct one (1) drainage field review and attend the 60% and 100% Phase Review Meetings, if requested by the County.

Design Criteria Memorandum and Design Report

The CONSULTANT shall prepare and submit to the COUNTY a design criteria memorandum as part of the design report. The design criteria memo shall describe the criteria and parameters utilized in the development of the design. Any anticipated design variations and design exceptions shall be discussed with the COUNTY prior to inclusion in the report.

The CONSULTANT shall submit a variance request for any design criteria not conforming to applicable regulatory requirements stated above. The CONSULTANT shall submit the design report with the 60% plans submittal and shall provide updates at all remaining submittals.

The CONSULTANT shall submit to the COUNTY a design report to include design notes, data, and calculations to document the design conclusions reached during the development of the contract plans. The report shall summarize all design decisions and results. The design notes, data, and calculations shall be recorded on size 8-1/2"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8-1/2"x11" size. The data shall be provided to the COUNTY electronically.

This will include any updates to the Task 4 H&H report data based on the 60% design.

Deliverables: 60% Design Plans, Design Criteria Memorandum and Design Report

CAD Files

QA/QC Documentation

Task 8: Utility Coordination Support

Utility Coordination - The COUNTY is responsible for coordinating its design work with public and private Utility Agency/Organization (UAO) having existing and/or planned facilities within the limits of the project.

The COUNTY must provide the UAO's project plans and/or Civil 3D files at the 60% and 100% complete design phases, as drafted by the CONSULTANT. In the event that the project files are larger than UAO's email servers allow (generally 10MB), the CONSULTANT should be responsible for electronic plan and/or Civil 3D file transfer as directed by the COUNTY. During the 60% complete design phase, the UAO's will be instructed to return a set of plans to the COUNTY showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The COUNTY's and CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Utility Adjustment Plans - The CONSULTANT must prepare utility adjustment sheets as part of the project plan set to show existing public and private utility facilities remain in place, new utility facilities to be constructed and utility facilities to be removed. Utility adjustment plans must be prepared on screened reproducible copies of the plan and profile sheets, cross section sheets, drainage structure sheets and signalization plans if applicable. The CONSULTANT is to identify all potential utility conflicts or constructability issues (i.e. OSHA clearance issues with equipment relating to overhead power lines) based on the data provided within the Survey, horizontal and vertical field investigations and information provided by the UAO's. The 100% design review submittal must include final utility adjustment plans that reflect the final disposition of all public and private utilities. Any subsequent utility conflicts are to be resolved, and all final design revisions complete at the final design submittal.

Utility Coordination Meetings - The CONSULTANT must attend utility coordination meetings to be held after the 60% design submittal and prior to the 100% design submittal. The CONSULTANT will prepare interim pre-100% plans for the utility coordination meeting that is to be held prior to the 100% design submittal. The meetings will be held an average of 30-45 days after notification to utility agencies. The COUNTY will be responsible for organizing these meetings. The COUNTY will prepare formal correspondence issuing project plans and/or Civil 3D files as outlined above. The COUNTY shall moderate the meeting. The CONSULTANT shall discuss the project design (roadway, sidewalk, drainage, etc.) with particular emphasis on potential utility conflicts and constructability concerns. The CONSULTANT shall prepare and distribute detailed minutes to all attendees. Representation at the meeting should consist of internal COUNTY stakeholders, CONSULTANT engineering staff and UAO's with facilities located and/or planned within the project limits.

The CONSULTANT must coordinate with the COUNTY and UAO's to determine areas of apparent conflict or constructability concerns and request Subsurface Utility Engineering activities (Conflict Resolution) to confirm whether or not a conflict exists and to what degree. A conflict matrix itemizing utility conflicts by company must be prepared by the CONSULTANT and submitted to the COUNTY. The COUNTY must distribute to necessary UAO's. Four weeks on average should be allowed for each UAO to respond with appropriate resolution. SUE work will be performed or coordinated by the COUNTY.

Final agreements with Utilities (Final Plans) - The COUNTY will transmit the necessary legal drafts and documents to each UAO as required.

Review and Acceptance – The COUNTY will be responsible for making all necessary reviews and acceptance of utility related materials including but not limited to, Utility Right of Way Permitting, Utility Work Schedules, and technical specifications.

Deliverables: 60% Utility Adjustment Plans, 100% Utility Adjustment Plans

Meetings: Two (2) Utility Coordination Meetings

Task 9: Public Engagement & Project Information Meeting

The CONSULTANT shall coordinate with the COUNTY to prepare for the project information meeting.

Coordination (email, calls and meetings) shall occur after the 60% design submittal.

The CONSULTANT shall conduct one (1) virtual meeting (approximately 60 minutes long). The CONSULTANT shall prepare and give a presentation (approx. 30 mins. long) that will describe the project objectives, design alternative, and its perspective benefits; and present pictures of the design alternative to provide citizens with a visual of what they can reasonably expect to see from this project. After the presentation, the CONSULTANT and the COUNTY shall address questions. The CONSULTANT shall prepare and submit to the COUNTY a document of all questions, comments, and responses. The public comment/response document shall also include the name, address, email, and phone number of citizens with their perspective questions/comments. The length of the project information meeting will be approximately 3 hours, only two of which will be with the public.

CONSULTANT shall prepare and provide exhibits of the alternates. Exhibits shall also show the benefits to the public of the alternative, and renderings (or pictures of similar improvements) to give the residents a helpful visual of what their neighborhood will look like after the improvements have been constructed. The scope includes an allowance for third party services to handle graphic production.

The COUNTY shall facilitate and moderate the meeting and provide notices to the public with details on the project information meeting. The CONSULTANT shall provide the COUNTY with a draft presentation for review before finalizing.

Deliverables: Agenda

*Draft and Final Presentation, include three (3) rounds of comments
& responses on presentation from COUNTY staff*

Meeting Exhibits

Summary of public comments and responses

Meeting summary and action items

Meetings: Two (2) Coordination meetings with COUNTY

One (1) virtual project information meeting

Task 10: Environmental Permitting

The CONSULTANT shall provide all environmental science and ecological services necessary to perform this scope of work and provide all the deliverables required for permitting. The CONSULTANT shall prepare and submit all application forms, narratives, calculations, exhibits, permit drawings, technical data, supporting documentation, etc., necessary for all permit application submittals. The CONSULTANT shall obtain all state (SWFWMD or FDEP), federal (USACE), and COUNTY permits for the proposed project.

The CONSULTANT will coordinate with the COUNTY for scheduling one (1) virtual pre-application meeting with USACE, and one (1) virtual pre-application meeting with SWFWMD, or one (1) virtual pre-application meeting with FDEP. The CONSULTANT shall prepare permit applications, technical data and supporting documentation for all permits and exemptions. All applications shall be submitted by the CONSULTANT. County-issued tree removal and habitat permits will be required, and the COUNTY will be responsible for acquiring these permits.

The CONSULTANT shall add the County project manager and permit coordinator as a contact person to all applications. The CONSULTANT shall notify the County project manager and permit coordinator of the application ID and fees. All permitting fees will be paid by the COUNTY. Tree removal and habitat permits from the COUNTY

will be required as part of this project, and the COUNTY will be responsible for acquiring these permits.

The CONSULTANT shall visit the project site with COUNTY and respective regulatory agencies when required, to determine the applicability of permits. The COUNTY shall establish, and show on the topo survey, the landward extent of state and federal jurisdictional wetlands and surface waters pursuant to all current state and federal regulations and standards.

The CONSULTANT must submit the completed draft permit applications to the COUNTY for review and signature after receiving and incorporating comments from the 60% design PPT/QC review, unless agreed upon otherwise by the COUNTY.

The CONSULTANT shall coordinate with the COUNTY permit coordinator until all permits are obtained. The CONSULTANT shall prepare up to two (2) responses to each agency request for additional information (RAI), including completion of design revisions that may be required to secure the required permits, and provide draft response packages to COUNTY permit coordinator prior to submitting the responses to the agencies. The CONSULTANT shall coordinate with COUNTY permit coordinator to meet with the regulatory agencies as necessary to resolve permitting issues.

Subsequent to construction completion, CONSULTANT shall provide all as-built certifications as required by the permit(s) for this project (refer to Task 13 – Post Design Support). The COUNTY will provide any required as-built survey data as determined by the CONSULTANT.

Deliverables: Meeting Minutes

Draft permit application package for County review

Final permit application package

Responses to RAI

As-built survey items needed for certifications

As-built certifications(s)

Meetings: Three (3) Pre-application Meetings with permitting agencies

Three (3) Field Meetings with permitting agencies

Task 11: 90%, 100% and Final Design Plans

The 90% plans shall incorporate all 60% phase comments by the PPT Team, all other permitting agencies and Utility Owner Groups. CONSULTANT shall complete bid package with all required documentation, including but not limited to, permits, reports & specifications. Real Property needs shall be shown at the 90% phase.

The 100% final design plans shall incorporate all comments and revisions approved by COUNTY from the PPT review meetings, as well as revisions necessary to address comments from the permitting agencies. The 100% final design plans shall include all elements necessary to advertise to qualified bidders for construction and shall be signed and sealed.

The CONSULTANT shall provide the following: Perform a constructability review as part of the 100% Plans review. This process shall include providing clear decisions and directions and documentation of all decisions, assumptions and recommendations. Additional site-specific security and temporary safety measure notes, provided by the COUNTY, will be incorporated into the final design during the constructability review. CONSULTANT shall provide a constructability review memorandum of all decisions, assumptions, recommendations, and site-specific security and temporary safety measure notes.

*Deliverables: 90% Design Plans, 100% Design Plans, Design Criteria Memorandum
and Design Report Constructability review memorandum
Digitally Signed and Sealed soft copies of the final plans*

Task 12: Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation

For the duration of the project the CONSULTANT shall conduct and document internal; Quality Assurance/Quality Control (QA/QC) reviews utilizing staff that are not working on this project. The QA/QC documentation shall describe what methods were used to perform the QA/QC review for each task and be accompanied by statement signed by the principal-in-charge. CONSULTANT shall include the methodology of the review and the signed QA/QC statement with each respective submittal. Prior to the acceptance of a Final QA/QC Plan, a draft QA/QC Plan shall be submitted to the COUNTY for review & comment.

The QA/QC documentation for the Design shall be in the form of a technical memo that explains the Design components that were reviewed and the methodology of the review.

*Deliverables: Draft & Final QA/QC Plan
Internal QA/QC documents for each submittal phase
QA/QC Statement with respective submittals
Technical memo for the Design QA/QC*

Task 13: Post Design Support

CONSULTANT shall provide post-design services including assistance with review of the advertised bid package and responsive bids from contractors, attendance of 1 pre-construction meeting, review of shop drawings, responses to requests for additional information (10 total), and up to 6 site visits during construction. CONSULTANT shall respond to all construction submittals within 4 business days.

It is anticipated that the Contractor reviews all shop drawings before submittal for conformance and CONSULTANT is to review each shop drawings only twice, and cost of third review is borne by others.

CONSULTANT shall coordinate all site visits with the COUNTY, and COUNTY shall be present during the site visits.

The CONSULTANT shall provide all as-built certifications and self-certifications as required by the permit(s) for this project. The COUNTY will provide any required as-built survey data (signed and sealed PDF copy as well as e-drawings in dwg format) as determined by the CONSULTANT.

This task shall be billed as time and materials.

*Deliverables: Construction submittal responses
As-Builts/ Record Drawings CAD & PDF files
Required as-built survey certifications for permit closeout
Meetings: Six (6) site visits*

Task 14: Optional Services

Upon request by the COUNTY, the CONSULTANT shall provide additional services. Each request shall be identified in writing by the COUNTY and fees associated shall be agreed upon prior to CONSULTANT initiating such work. All optional services shall be billed on a time and materials basis.

Optional Service 1 – Additional PPT Meeting

The CONSULTANT shall attend one additional PPT meeting with the COUNTY. The meeting will be scheduled by the COUNTY after coordinating with the CONSULTANT.

Deliverables: Agenda, meeting minutes

Meetings: One (1) PPT meeting

Optional Service 2 - Additional Onsite Meetings with Regulatory Agencies

The CONSULTANT shall attend up to two (2) additional on-site meetings with environmental regulatory staff and COUNTY if requested. The CONSULTANT shall prepare agendas and detailed meeting minutes and submit to COUNTY Project Manager.

Deliverables: Agenda, meeting minutes

Meetings: Two (2) on-site meetings

Optional Service 3 - Additional Geotechnical Investigation

The CONSULTANT shall utilize the services of a geotechnical engineering firm to perform a geotechnical investigation and analysis to assist with the design of the bank stabilization. The CONSULTANT will coordinate the work and provide a quality review of work before submitting deliverables to the COUNTY.

The geotechnical scope of work shall include, but is not limited to: evaluating subsurface soil properties and conditions; identifying potentially deleterious materials which may have an impact on construction; identification of the existing groundwater levels and estimated normal seasonal high groundwater; recommendations for the proposed construction and bank stabilization methods, as well as the suitability of excavated soils for re-use. The CONSULTANT shall include all other elements necessary for the geotechnical investigation to provide guidance and recommendations on the bank stabilization design.

Deliverables: Draft Geotechnical Engineering Report (for COUNTY Review)

Responses to COUNTY comments

Final signed and sealed Geotechnical Engineering Report

Optional Service 4 – Land Acquisition

The CONSULTANT shall review the selected design for additional land acquisition (easements). If the proposed design necessitates additional lands for construction completion, then the CONSULTANT shall show the required lands in the design documents, and shall assist the COUNTY in the preparation of the legal descriptions, sketches, and all documentation necessary for land acquisition.

Meetings: Four (4) Coordination meetings with COUNTY

Optional Service 5- Additional Public Engagement Meeting

The CONSULTANT shall coordinate with the COUNTY to prepare for the project information meeting. Coordination (email, calls and meetings) shall occur after the 60% design submittal.

The CONSULTANT shall conduct one (1) in person meeting (approximately 60 minutes long). The CONSULTANT shall prepare and give a presentation (approx. 30 mins. long) that will describe the project objectives, design alternative, and its perspective benefits; and present pictures of the design alternative to provide citizens with a visual of what they can reasonably expect to see from this project. After the presentation, the CONSULTANT and the COUNTY shall address questions. The CONSULTANT shall prepare and submit to the COUNTY a document of all questions, comments, and responses. The public comment/response document shall also include the name, address, email, and phone number of citizens with their perspective questions/comments. The length of the project information meeting will be approximately 3 hours, only two of which will be with the public. One hour is allotted for set up and tear.

CONSULTANT shall prepare and provide exhibits of the alternates. Exhibits shall also show the benefits to the public of the alternative, and renderings (or pictures of similar improvements) to give the residents a helpful visual of what their neighborhood will look like after the improvements have been constructed. The scope includes an allowance for third party services to handle graphic production. The COUNTY shall arrange for use of an adequate building to hold the meeting.

The COUNTY shall facilitate and moderate the meeting and provide notices to the public with details on the project information meeting. The CONSULTANT shall provide the COUNTY with a draft presentation for review before finalizing.

Optional Service 6- Additional Environmental Support Services

If, during the permitting phase of the project, regulatory agencies determine that compensatory mitigation for unavoidable impacts to wetlands and/or surface waters is required, CONSULTANT will identify mitigation options and coordinate the reservation of mitigation credits from a private mitigation bank.

If required, the CONSULTANT will coordinate with the County to develop conservation measures to mitigate for impacts to protected species and management strategies to ensure that protected species are not adversely affected during construction. Identification of protected species and areas by the CONSULTANT shall be included in this task.

Permitting with USACE is expected to meet Nationwide Permit Pre-Construction Notification (PCN) or Application for a Standard Permit, if for any reason an Individual Permit is required such services will be conducted under the Optional Services.

Deliverables: Agenda

*Draft and Final Presentation, include three (3) rounds of comments
& responses on presentation from COUNTY staff*

Meeting Exhibits

Summary of public comments and responses

Meeting summary and action items

Meetings: Two (2) Coordination meetings with COUNTY

One (1) in person project information meeting

V. COMPENSATION

Compensation for the Tasks described in Section IV PROJECT SCOPE OF WORK, will be on a lump sum basis except the optional services, which shall be billed on a time and materials basis, as follows:

TASK	COST	BASIS
Task 1: Site Meetings, Project Management and Contract Maintenance	\$32,510.08	LUMP SUM
Task 2: Project Team Meetings	\$17,779.66	LUMP SUM
Task 3: Data Collection and Gap Analysis	\$24,101.60	LUMP SUM
Task 4: Geotechnical Investigation	\$9,533.72	LUMP SUM
Task 5: Project Production Team (PPT) Meetings	\$18,462.76	LUMP SUM
Task 6: Evaluation and Analysis	\$160,171.68	LUMP SUM
Task 7: Design & Plans	\$356,749.34	LUMP SUM
Task 8: Utility Coordination Support	\$18,170.82	LUMP SUM
Task 9: Public Engagement & Project Information Meeting	\$19,553.84	LUMP SUM
Task 10: Environmental Permitting	\$62,961.30	LUMP SUM
Task 11: 90% & 100% Final Design Plans	\$162,283.68	LUMP SUM
Task 12: Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation	\$11,544.64	LUMP SUM
Task 13: Post Design Support	\$65,112.84	T&M
Task 14: Optional Services	\$53,624.28	T&M
TOTAL	\$1,012,560.24	

The fees for Tasks 1 through 14 are based on the classifications and rates established in the Agreement for 25-0437-RFQ-CCNA - Starkey Channel 5 Bank Stabilization. A cost breakdown summary is provided in Attachment B.

VI. PROJECT SCHEDULE

CONSULTANT shall commence professional services upon receipt of written Notice to Proceed (NTP) from COUNTY. The estimated time necessary to deliver this project is approximately 1,095 calendar days from the Notice to Proceed date. The schedule includes 30 days for the COUNTY to review each deliverable.

CONSULTANT shall also update the schedule as needed when there are changes and provide revised schedule to the COUNTY project manager.

CONSULTANT shall complete the project in accordance within the following timeframes, or sooner.

Task	Estimated Due Date (Calendar Days from NTP)
1. Site Meetings, Project Management and Contract Maintenance	Ongoing During Project
2. Project Team Meetings	15 Calendar Days
3. Data Collection and Data Gap Analysis	60 Calendar Days
4. Geotechnical Investigation	110 Calendar Days
5. Project Production Team (PPT) Meetings	Ongoing During Project
6.1 Hydrologic & Hydraulic (H & H), Stormwater Modeling & Floodplain Impact Analysis	180 Calendar Days
6.2 Model Peer Review Coordination	250 Calendar Days
7.1 30% Design Plans	180 Calendar Days
7.2 Drainage Design Criteria Memorandum, Design Report and 60% Design Plans	180 Calendar Days
8. Utility Coordination Support	360 Calendar Days
9. Public Engagement & Project Information Meeting	280 Calendar Days
10. Environmental Permitting	280 Calendar Days
11. 90% & 100% Final Design Plans	400 Calendar Days
12. Internal Quality Assurance/Quality Control (QA/QC) Plan and Documentation	Ongoing During Project
13. Post Design Support	1095 Calendar Days
14. Optional Services (if needed)	Ongoing During Projects

VII. INVOICES and PROGRESS REPORTS

Invoicing shall take place monthly on a percent complete basis, by Task, and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The CONSULTANT shall submit draft invoices and the updated project schedule to the COUNTY project manager prior to an official monthly invoice submittal to the County Finance Dept. The final invoice shall be marked "FINAL".

ATTACHMENT A – SCHEDULE OF DELIVERABLES

- *Task 1 - Two site review summary emails, conference call meeting agendas and minutes, Invoices, schedules and progress reports*
- *Task 2 - Meeting agenda, summary, and attendance sheet*
- *Task 3 - Draft & Final technical memo with data gap summary*
- *Task 4 - Draft Geotechnical Engineering Report (for COUNTY Review), Responses to COUNTY comments, Final signed and sealed Geotechnical Engineering Report*
- *Task 5 - Responses to QC review comments (COUNTY will provide spreadsheet), Agenda, Attendance sheet, Meeting highlights and list of action items*
- *Task 6.1 - Draft & Final H&H assessment technical memorandum, Digital input/output HEC-RAS and ICPR 4 model files, Agenda, summary and action items*
- *Task 6.2 - Agenda, Summary and Action Items, Responses to review comments, Revised ICPR model and geodatabase, Technical memorandum including model ledger*
- *Task 7.1 – 30% design plan sheets, CAD Files, QA/QC Documentation*
- *Task 7.2 - 60% Design Plans, Design Criteria Memorandum and Design Report, CAD Files, QA/QC Documentation*
- *Task 8 - 60% Utility Adjustment Plans, 100% Utility Adjustment Plans*
- *Task 9 – Agenda, Draft and Final Presentation, include three (3) rounds of comments & responses on presentation from COUNTY staff, Meeting Exhibits, Summary of public comments and responses, Meeting summary and action items*
- *Task 10 – Meeting Minutes, Draft permit application package for County review, Final permit application package, Responses to RAI, As-built survey items needed for certifications, As-built certifications(s)*
- *Task 11 - 90 % Design Plans , 100% Design Plans, Design Criteria Memorandum and, Design Report Constructability review memorandum, Digitally Signed and Sealed soft copies of the final plans*
- *Task 12 - Draft & Final QA/QC Plan, Internal QA/QC documents for each submittal phase, QA/QC Statement with respective submittals, Technical memo for the Design QA/QC*
- *Task 13 - Construction submittal responses, As-Built/ Record Drawings CAD & PDF files, Construction submittal responses, Required As-built survey certifications for Permit closeout*
- *Task 14 - Agenda, meeting minutes, Draft Geotechnical Engineering Report (for COUNTY Review), Responses to COUNTY comments, Final signed and sealed Geotechnical Engineering Report, Agenda, Draft and Final Presentation, include three (3) rounds of comments & responses on presentation from COUNTY staff, Meeting Exhibits, Summary of public comments and responses, Meeting summary and action items*

ATTACHMENT B - COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Indicate project Consultant
 PROJECT NAME:
 PID NUMBER:
 Contract #

Land & Water Engineering Science, Inc.
STARKEY ROAD CHANNEL 5 BANK STABILIZATION - Final Design & Permitting
004135A
25-0437-RFQ-CCNA

Submitted: **9/26/2025**
 Revised: **10/22/2025**
 Revised: **12/4/2025**

GEC Approved Job Classification
 able Rate (\$/hour)
 TASK DESCRIPTIONS

	Principal	Technical Director	Senior Project Manager	Project Engineer III	Project Engineer I	Senior Designer	Administrator	Line Item Hours	Task Total	Sub Consultant Fees
	\$288.77	\$270.14	\$251.51	\$239.09	\$149.04	\$145.94	\$83.84			
Site Meetings, Project Management and Contract Maintenance										
Site Review (Meetings (2))			12.0		12.0		2.0	26.0	\$4,974.28	
Project Management and Contract Maintenance	4.0		60.0	36.0			32.0	132.0	\$27,535.80	
Task 1 Hours	4.0	0.0	72.0	36.0	12.0	0.0	34.0	158.0		
Task 1 Costs	\$1,155.08	\$0.00	\$18,108.72	\$8,607.24	\$1,788.48	\$0.00	\$2,850.56		\$32,510.08	
Project Team Meetings										
Kickoff Meeting			2.0	4.0			4.0	10.0	\$1,794.74	
Progress Meetings (8)			24.0	36.0			16.0	76.0	\$15,984.92	
Task 2 Hours	0.0	0.0	26.0	40.0	0.0	0.0	20.0	10.0		
Task 2 Costs	\$0.00	\$0.00	\$6,539.26	\$9,563.60	\$0.00	\$0.00	\$1,676.80		\$17,779.66	
Data Collection, Review, and Gap Analysis										
Data Collection & Review		4.0	16.0	36.0		16.0	4.0	76.0	\$16,382.36	
Data Gap Analysis		2.0	8.0	16.0			16.0	42.0	\$7,719.24	
Task 3 Hours	0.0	6.0	24.0	52.0	0.0	16.0	20.0	118.0		
Task 3 Costs	\$0.00	\$1,620.84	\$6,036.24	\$12,432.68	\$0.00	\$2,335.04	\$1,676.80		\$24,101.60	
Geotechnical Investigation and Evaluation										
Geotechnical Investigation and Evaluation			4.0				2.0	6.0	\$1,173.72	
Task 4 Hours	0.0	0.0	4.0	0.0	0.0	0.0	2.0	6.0		
Task 4 Costs	\$0.00	\$0.00	\$1,006.04	\$0.00	\$0.00	\$0.00	\$167.68		\$1,173.72	\$8,360.00
Project Production Team Meetings										
PPT comment review, response and meetings (4)		8.0	16.0	36.0		24.0	2.0	86.0	\$18,462.76	
Task 5 Hours	0.0	8.0	16.0	36.0	0.0	24.0	2.0	86.0		
Task 5 Costs	\$0.00	\$2,161.12	\$4,024.16	\$8,607.24	\$0.00	\$3,502.56	\$167.68		\$18,462.76	
Evaluation & Analysis										
H&H modeling ICPR 4 Update		16.0	40.0	120.0		10.0		186.0	\$44,532.84	
HEC RAS Modeling		24.0	60.0	136.0		10.0		230.0	\$55,549.60	
Water Quality Evaluation		8.0	12.0	36.0				56.0	\$13,786.48	
Technical Memorandum		8.0	32.0	40.0		20.0	4.0	104.0	\$23,027.20	
Meeting Coordination with County		4.0	12.0	12.0			2.0	30.0	\$7,135.44	
Model Peer Review Coordination		8.0	12.0	16.0				36.0	\$9,004.68	
Meeting Coordination with County		4.0	12.0	12.0			2.0	30.0	\$7,135.44	
Task 6 Hours	0.0	72.0	180.0	372.0	0.0	40.0	8.0	672.0		
Task 6 Costs	\$0.00	\$19,450.08	\$45,271.80	\$88,941.48	\$0.00	\$5,837.60	\$670.72		\$160,171.68	

Indicate project Consultant
 PROJECT NAME:
 PID NUMBER:
 Contract #

Land & Water Engineering Science, Inc.
STARKEY ROAD CHANNEL 5 BANK STABILIZATION - Final Design & Permitting
 004135A
 25-0437-RFQ-CCNA

Submitted: 9/26/2025
 Revised: 10/22/2025
 Revised: 12/4/2025

GEC Approved Job Classification	Principal	Technical Director	Senior Project Manager	Project Engineer III	Project Engineer I	Senior Designer	Administrator	Line Item Hours	Task Total	Sub Consultant Fees
able Rate (\$/hour)	\$288.77	\$270.14	\$251.51	\$239.09	\$149.04	\$145.94	\$83.84			
TASK DESCRIPTIONS										
Design Documents										
Design Criteria	2.0	4.0	32.0	90.0			4.0	132.00	\$31,559.88	
30% Design Plans	8.0	40.0	160.0		220.0	160.0	4.0	592.00	\$109,831.92	
Tree Disposition Analysis				4.0		2.0		6.00	\$1,248.24	\$28,000.00
Drainage Report and Design Criteria		8.0		32.0	60.0		8.0	108.00	\$19,425.12	
60% Design Plans	8.0	40.0	160.0		220.0	160.0	4.0	592.00	\$109,831.92	\$26,550.00
Preliminary Technical Specs		4.0	18.0	36.0			2.0	60.00	\$14,382.66	
Opinion of Construction Cost			16.0		44.0	36.0	1.0	97.00	\$15,919.60	
Task 7 Hours	18.0	96.0	386.0	162.0	544.0	358.0	23.0	1,587.0		
Task 7 Costs	\$5,197.86	\$25,933.44	\$97,082.86	\$38,732.58	\$81,077.76	\$52,246.52	\$1,928.32		\$302,199.34	
Utility Coordination Support										
60% Utility Adjutment Plans				8.0	16.0	24.0	1.0	49.0	\$7,883.76	
100% Utility Adjustment Plans				8.0	16.0	24.0		48.0	\$7,799.92	
Utility Coordination Meetings (2)			6.0		6.0		1.0	13.0	\$2,487.14	
Task 8 Hours	0.0	0.0	6.0	16.0	38.0	48.0	2.0	110.0		
Task 8 Costs	\$0.00	\$0.00	\$1,509.06	\$3,825.44	\$5,663.52	\$7,005.12	\$167.68		\$18,170.82	
Public Engagement & Project Information Meeting										
Project Information Meeting Coordination			8.0		8.0			16.0	\$3,204.40	
Virtual Meeting			6.0	6.0				12.0	\$2,943.60	
Meeting Exhibits					8.0	8.0	1.0	17.0	\$2,443.68	
Task 9 Hours	0.0	0.0	14.0	6.0	16.0	8.0	1.0	17.0		\$10,962.16
Task 9 Costs	\$0.00	\$0.00	\$3,521.14	\$1,434.54	\$2,384.64	\$1,167.52	\$83.84		\$8,591.68	
Environmental Permitting										
Pre-Application Meetings USACE/SWFWMD			8.0					8.0	\$2,012.08	
Site Visit w/Permit Agencies				6.0				6.0	\$1,434.54	
Permit Applications			32.0		24.0	24.0		80.0	\$15,127.84	
Prepare Conservatioon Measures								0.0	\$0.00	
Respond to RAIs			12.0	12.0	16.0			40.0	\$8,271.84	
Task 10 Hours	0.0	0.0	52.0	18.0	40.0	24.0	0.0	40.0		\$36,115.00
Task 10 Costs	\$0.00	\$0.00	\$13,078.52	\$4,303.62	\$5,961.60	\$3,502.56	\$0.00		\$26,846.30	
90% and 100% Final Submittal										
90% Design Plans	6.0	32.0	120.0		220.0	160.0	4.0	542.00	\$97,032.86	\$13,275.00
Technical Specs, Special Provisions, bid sheets		4.0	18.0	40.0				62.00	\$15,171.34	
100% Design Documents	2.0	12.0	30.0		80.0	60.0	4.0	188.00	\$32,379.48	\$4,425.00
Task 11 Hours	8.0	48.0	168.0	40.0	300.0	220.0	8.0	792.0		
Task 11 Costs	\$2,310.16	\$12,966.72	\$42,253.68	\$9,563.60	\$44,712.00	\$32,106.80	\$670.72		\$144,583.68	
Internal Quality Control/Quality Assurance										

Indicate project Consultant
 PROJECT NAME:
 PID NUMBER:
 Contract #

Land & Water Engineering Science, Inc.
STARKEY ROAD CHANNEL 5 BANK STABILIZATION - Final Design & Permitting
 004135A
 25-0437-RFQ-CCNA

Submitted: 9/26/2025
 Revised: 10/22/2025
 Revised: 12/4/2025

GEC Approved Job Classification	Principal	Technical Director	Senior Project Manager	Project Engineer III	Project Engineer I	Senior Designer	Administrator	Line Item Hours	Task Total	Sub Consultant Fees
able Rate (\$/hour)	\$288.77	\$270.14	\$251.51	\$239.09	\$149.04	\$145.94	\$83.84			
TASK DESCRIPTIONS										
Project Quality Control Plan	8.0	24.0		8.0			10.0	50.00	\$11,544.64	
Task 12 Hours	8.0	24.0	0.0	8.0	0.0	0.0	10.0	50.0		
Task 12 Costs	\$2,310.16	\$6,483.36	\$0.00	\$1,912.72	\$0.00	\$0.00	\$838.40		\$11,544.64	
Post Design Support										
Review Bid Packages and Respond to Bidders			8.0	4.0			2.0	14.00	\$3,136.12	
Pre-Construction Meeting			3.0	3.0			2.0	8.00	\$1,639.48	
Review Shop Drawings			12.0		120.0			132.00	\$20,902.92	
Respond to RFIs			24.0		50.0	50.0		124.00	\$20,785.24	
Site Visits (6)			24.0	24.0			6.0	54.00	\$12,277.44	
Certification				12.0		24.0		36.00	\$6,371.64	
Task 13 Hours	0.0	0.0	71.0	43.0	170.0	74.0	10.0	368.0		
Task 13 Costs	\$0.00	\$0.00	\$17,857.21	\$10,280.87	\$25,336.80	\$10,799.56	\$838.40		\$65,112.84	
Optional Services										
Optional Service 1- Additional PPT Meeting			6.0		10.0		2.0	18.00	\$3,167.14	
Optional Service 2 - Additional OnSite Meeting with Regulatory Agencies				4.0			2.0	6.00	\$1,124.04	
Optional Service 3 - Additional Geotechnical Investigation	6.0	2.0	16.0	8.0	12.0		8.0	52.00	\$10,668.98	
Optional Service 4 - Land Acquisition			10.0		10.0	16.0	2.0	38.00	\$6,508.22	
Optional Service 5 - Additional Public Engagement Meeting			16.0		24.0	24.0	2.0	66.00	\$11,271.36	
Optional Service 6 - Additional Environmental Support Services	2.0	24.0	36.0		32.0				\$20,884.54	
Task 14 Hours	8.0	26.0	84.0	12.0	88.0	40.0	16.0	180.0		
Task 14 Costs	\$2,310.16	\$7,023.64	\$21,126.84	\$2,869.08	\$13,115.52	\$5,837.60	\$1,341.44		\$53,624.28	
TOTAL COST									\$884,873.08	
SUB CONSULTANTS COSTS	Please see Sub Consultant scope and fee attached to Scope									\$127,687.16
TOTAL PROJECT COST									\$1,012,560.24	

EXHIBIT B - HOURLY RATE SHEET**2025 LWES Billing Rates**

Labor Category	Direct Rate (\$/hr)
Principal	288.77
Technical Director	270.14
Senior Project Manager	251.51
Project Manager II	226.67
Project Manager I	214.25
Senior Engineer	263.93
Project Engineer III	239.09
Project Engineer II	170.78
Project Engineer I	149.04
Engineer Intern	114.89
GIS Analyst	139.73
Senior Designer	145.94
Designer	117.99
CADD Technician	86.94
Inspector/Field Technician	105.57
Administrator	83.84
Expert Testimony	450.00

Reimbursables

Item	Billing Rate
Travel Mileage	IRS published rates
Parking/Travel	At cost
Large Size printing (24inx36in)	\$4/sheet B&W
Large Size printing (24inx36in)	\$8/sheet Color
Large Size printing (30inx42in)	\$6/sheet B&W
Large Size printing (30inx42in)	\$12/sheet Color
Large Size printing (36inx48in)	\$8/sheet B&W
Large Size printing (36inx48in)	\$15/sheet Color
Printing 8.5inx11in	\$0.25/sheet B&W (Reports only)
Printing 8.5inx11in	\$0.50/sheet Color (Reports only)
Printing 11inx17in	\$0.50/sheet B&W (Reports only)
Printing 11inx17in	\$1.00/sheet Color (Reports only)
Postage, Overnight & Delivery	At cost

5% markup on Subconsultant fees

September 18, 2025

Dikran Kaladijan, PE, ENV SP
Land & Water Engineering Science
8950 North Martin Luther King Street, Suite 205
St. Petersburg, Florida 33702

Via Email: dikran@lwes.net

Subject: Proposal for Geotechnical Engineering Services
 Starkey Road Channel 5 – Bank Stabilization
 From Starkey Road to the eastern Railroad Tracks
 Largo, Florida 33773
 AREHNA B.Prop-25-278

AREHNA Engineering, Inc. is pleased to present this proposal to provide geotechnical engineering services for the referenced project. This proposal summarizes our understanding of the project, presents our scope of services, and provides a proposed scope, fee and schedule.

Project Description

The project site is located along Channel 5 from Starkey Road to the railroad tracks to the east (approximately 2200 feet) in Largo, Florida. AREHNA previously prepared a geotechnical report for bank stabilization (AREHNA Report No. B-22-132). We have been requested to perform additional borings for the proposed pedestrian bridge and sheet pile wall. The bridge and sheet pile wall will be designed by others. The number of borings and depths were selected by LWES. This proposal assumes the boring depths provided are deeper than the proposed piles.

Based on recent aerial images, the site appears to be accessible to AREHNA's truck mounted drilling rig. This proposal assumes that no permits, clearing, or specialty drilling equipment will be required. Borings will only be performed on the north side of the channel in accessible locations.

Scope of Services

The purpose of our geotechnical study is to obtain information on the general subsurface soil conditions at the project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. In this regard, engineering assessments for the following items will be formulated:

- Identification of the existing groundwater levels and estimated normal seasonal high groundwater fluctuations.
- General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- Allowable capacities and estimated foundation settlement for foundations supporting the structure.
- General geotechnical recommendations for the proposed construction.
- Recommended design soil parameters for the sheet pile wall.

Starkey Road Channel 5 – Bank Stabilization
Largo, Florida

AREHNA Proposal B.Prop-25-278
September 18, 2025

The following services will be performed:

- Site reconnaissance and stake boring locations.
- Request utility location services from Sunshine811.
- Private utility location scanning at each boring location.
- Perform two Standard Penetration Test (SPT) borings to a depth of 15 feet for the pedestrian bridge and sheet pile wall. Samples will be collected, and Standard Penetration Test resistances measured continuously for the top ten feet and at approximate intervals of five feet, thereafter.
- Perform two hand auger borings extending to a maximum depth of 10 feet below existing ground surface or auger refusal.
- Visually classify and stratify soil samples in the laboratory and conduct a laboratory testing program as needed to verify soil classifications.
- Report the results of the field exploration and engineering analysis. The results of the subsurface exploration will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering.

Schedule

We can perform the fieldwork within approximately four to five weeks from receiving the notice to proceed. During this time, the boring locations will be staked/marked and a utility locates request will be submitted to Sunshine811. The fieldwork should require approximately one day to complete, weather and access permitting. Our signed and sealed report should be available approximately three weeks after completion of the fieldwork.

Service Fee

We propose to complete our geotechnical engineering services for a not to exceed fee of \$8,360.00 per the attached Fee Estimate based on our contract rates.

The attached Work Order is an integral part of this proposal. To authorize our services, please sign the work order or reference this proposal in a letter of authorization. Please note that samples will be retained for 90 days after the date of the report and then disposed, unless other arrangements have been made.

We appreciate the opportunity to support you on this project. If you have any questions regarding this proposal, please do not hesitate to contact us at 813.944.3464.

Sincerely,

AREHNA Engineering, Inc.

Andy Tao, P.E.
Senior Geotechnical Engineer

Kevin M. Hill, P.E., PMP
Senior Geotechnical Engineer

Attachments: Work Order
 Fee Estimate





Fee Estimate

Proposal No. **Proposal Date**

B.Prop-25-278 9/18/2025

PREPARED BY **PREPARED FOR**

AT Land & Water

Project Name

Starkey Road Channel 5 Additional Borings

SCOPE SUMMARY

Item	Quantity	Depth (ft)	Total
SPT Borings (5ft Intervals)	2	15	30
Hand Auger Borings	2	10	20

A. ENGINEERING SERVICES		QUANTITY	UNIT TYPE	UNIT PRICE	SUBTOTAL
MAT	Senior Engineer	4	Hour	\$ 242.00	\$ 968.00
MAT	Engineer	4	Hour	\$ 191.00	\$ 764.00
MAT	Engineer Intern	25	Hour	\$ 124.00	\$ 3,100.00
MAT	CADD/Computer Technician	4	Hour	\$ 113.00	\$ 452.00
MAT	Senior Engineering Technician	2	Hour	\$ 93.00	\$ 186.00
MAT	Engineering Technician	3	Hour	\$ 72.00	\$ 216.00
MAT	Technical Secretary	1	Hour	\$ 82.00	\$ 82.00
MAT	Secretary/Clerical	1	Hour	\$ 67.00	\$ 67.00
TOTAL ENGINEERING SERVICES					\$ 5,835.00
B. FIELD & LAB SERVICES		QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL COST
401	Geo Auger Borings-HA & Truck/Mud Bug	20	LF	\$ 15.00	\$ 300.00
418	Geo Drill Crew Support Vehicle	1	Day	\$ 270.00	\$ 270.00
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	30	LF	\$ 8.25	\$ 247.50
478	Geo SPT Truck/Mud Bug 0-50 Ft	30	LF	\$ 18.50	\$ 555.00
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	1	Each	\$ 740.00	\$ 740.00
811	Soils Liquid Limit AASHTO T89	1	Test	\$ 76.00	\$ 76.00
812	Soils Materials Finer than 200 Sieve FM 1-T011	3	Test	\$ 60.00	\$ 180.00
817	Soils Moisture Content Laboratory AASHTO T265	3	Test	\$ 25.00	\$ 75.00
826	Soils Plastic Limit & Plasticity Index AASHTO T90	1	Test	\$ 82.00	\$ 82.00
TOTAL FIELD AND LAB SERVICES					\$ 2,525.50

For specific questions regarding this proposal, please contact:

Andy Tao

Estimate Total \$ **8,360.50**



5404 Cypress Center Drive
Suite 125
Tampa, FL 33609
813.207.7200 phone

esassoc.com

October 22, 2025

Dikran Kalaydjian, PE, ENV SP, Principal
Land and Water Engineering Science
8950 N Martin Luther King Street, Suite 205
St Petersburg, FL 33702

**Subject: Design and Permitting – Environmental Services
Starkey Channel 5 Bank Stabilization
PID 004135A**

Dear Mr. Kalaydjian:

Environmental Science Associates (ESA) has prepared this proposal for environmental services in support of the Starkey Channel 5 Bank Stabilization project for Pinellas County. The environmental services will support the design and permitting phase of the project.

The objective of this project is to further develop the previously selected design Alternative 4 – Combination of Gabion Baskets and Sheet Pile Walls from the Preliminary Engineering Report for Starkey Road Channel 5 Bank Stabilization, prepared by Land & Water Engineering Science, dated July 24, 2024. The design provides a vertical wall (gabion baskets) on the western and eastern portions of the channel, and vertical wall (sheet piles) in the middle portion. The scope of work includes, but is not limited to hydrologic and hydraulic modeling, permit and construction level drawings, and bid support documents, described in detail below.

The existing banks of Starkey Road Channel 5, shown in the below figure, consist of very loose sand that has little or no cohesion. The channel has been experiencing both fluvial and mass failure erosion for decades. Channel degradation has caused the creek to deepen, resulting in steepening of the banks and bank failures that encroach onto the maintenance road and toward commercial properties on both sides of the embankment. Severe erosion has also caused sediment transport downstream.

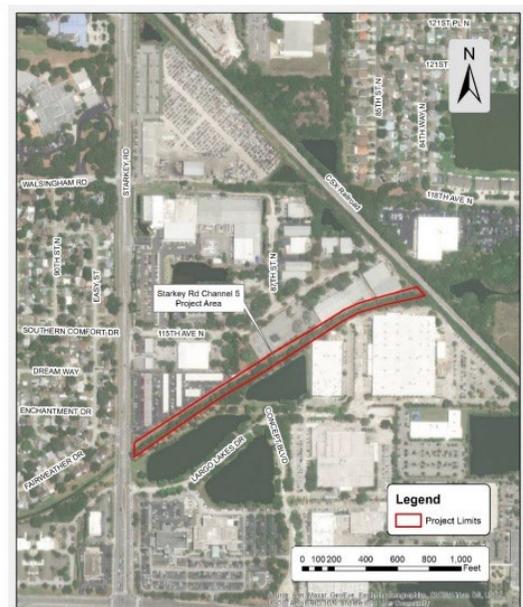
Design Alternative 4 includes improving a portion of the channel by placing gabion baskets along the slopes and a gabion mat across the channel bottom and, improving the remaining portion of the channel by installing sheet piling with backfill. This conceptual design is subject to change if the analysis reveals a more appropriate section(s).

Scope of Services

Task 1 – Data Collection and Environmental Assessment

ESA will collect and review pertinent available data that is readily available to the public. It is anticipated that this data will include:

- Aerial imagery – current and historical
- Existing regulatory permits
- GIS data from federal, state, and local sources





October 22, 2025

Page 2

ESA staff will field verify that top-of-bank elevations obtained by project surveyor represent the surface water limits pursuant to Chapter 62-340, Florida Administrative Code (FAC) and U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and relevant Regional Supplement. The field verification does not include flagging surface water delineation points. In addition, ESA will identify and flag up to three (3) indicators of ordinary high water for survey location, where apparent and reliable. ESA will review the survey provided by the project surveyor for accuracy.

ESA will document the existing wetland/surface water conditions and complete a general wildlife survey to identify the presence of listed species or their signs within the project limits.

The results of the data collection and environmental assessment will be summarized in a memorandum. The memorandum will be utilized during environmental permitting.

Deliverables:

- Environmental Assessment Memorandum

Task 2 – Environmental Permitting

ESA will participate in one (1) pre-application meeting with each of the following agencies, as necessary, Southwest Florida Water Management District (SWFWMD), USACE, and Pinellas County.

ESA will prepare a request for Exemption verification from SWFWMD pursuant to Chapter 62.330.051(15), FAC, and an Environmental Support Narrative to support the Exemption request. ESA will prepare responses to up to one (1) request for additional information from SWFWMD and accompany SWFWMD staff on one (1) field review.

Depending on the final design and associated impacts, ESA will prepare and submit either a USACE Nationwide Permit Pre-Construction Notification (PCN) or Application for a Standard Permit. Documentation will be prepared and submitted to support the application. ESA will prepare responses to up to one (1) request for additional information from USACE.

ESA will communicate by multiple means with agency staff during the processing of the permit applications and coordinate with the project team regarding design considerations.

The Scope of Services and Compensation will require amending if a General or Individual ERP Permit from SWFWMD is required. LWES will provide permit plans for agency submittal and provide responses to engineering aspects affecting USACE permitting. Permit fees will be paid by the County or LWES.

Deliverables:

- ERP Exemption Verification Request
- USACE NWP PCN or Permit Application
- RAI Responses (one set per agency)



October 22, 2025

Page 3

Task 3 – Project Coordination and Management

ESA will participate in up to twelve (12) project status virtual meetings and one (1) field review with the design team. In addition, ESA will communicate with the project team regarding the interaction of the design with existing environmental conditions.

Task 4 – Mitigation Coordination (optional)

If, during the permitting phase of the project, regulatory agencies determine that compensatory mitigation for unavoidable impacts to wetlands and/or surface waters is required, ESA will identify mitigation options and coordinate the reservation of mitigation credits from a private mitigation bank.

Excluded Services:

Any services not specifically included in the Scope of Service above are excluded from the scope of work. Permit application fees to be paid by the County or LWES. Excluded services include, but are not limited to:

- Species-specific protected species surveys;
- Pinellas County permitting;
- Tree impact assessment and permitting;
- Incidental Take Permit application preparation and processing;
- Invasive vegetation mapping, eradication, and management plan preparation;
- Habitat/wetland design for mitigation or other purposes;
- Post-design, construction phase, and post-construction phase services;
- BMP design;
- Contamination assessment services;
- Cultural resource assessments or observation services; and
- Any engineering, geotechnical, or survey services or certification.

Compensation

Services, including labor and expenses, will be invoiced by percent complete based on a fixed fee/lump sum basis, as noted below:

• Task 1 – Data Collection and Environmental Assessment	\$11,347
• Task 2 – Environmental Permitting	\$15,844
• Task 3 – Project Coordination and Management	\$8,924
TOTAL	\$36,115
• Task 4 – Mitigation Coordination (optional)	\$2,492

Any changes to the Scope of Services and Compensation will require written approval by the Client. We appreciate the opportunity to provide these services. If you have any comments or questions, please contact me at rhorstman@esassoc.com or 813-641-4754.



October 22, 2025

Page 4

Sincerely,

Environmental Science Associates

A handwritten signature in blue ink, appearing to read "Ryan Horstman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ryan Horstman
Principal Environmental Scientist

A handwritten signature in black ink, appearing to read "Christopher T. Warn". The signature is cursive and elegant, with a long horizontal stroke at the end.

Christopher Warn
Vice President
Southeast Biological Resources Director

Starkey Channel 5 Bank Stabilization - ESA Fee Summary (Revised October 22, 2025)

Task #	Task Name/ Description	Hours by Classification					Labor Total		Expense Cost	Total Cost
		<i>Director</i>	<i>Environmental Scientist III</i>	<i>Environmental Scientist II</i>	<i>Environmental Scientist I</i>	<i>Environmental Technician</i>	Hours	Cost		
		\$363	\$221	\$181	\$148	\$102				
1	Data Collection and Environmental Assessment	1	8	40	12	0	61.00	\$ 11,147	\$ 200	\$ 11,347
2	Environmental Permitting	2	20	58	0	0	80.00	\$ 15,644	\$ 200	\$ 15,844
3	Project Coordination and Management	2	28	10	0	0	40.00	\$ 8,724	\$ 200	\$ 8,924
Total Hours		5	56	108	12	0	181.00	\$ 35,515	\$ 600	\$ 36,115
4	<i>Mitigation Coordination (optional)</i>	0	8	4	0	0	12.00	\$ 2,492	\$ -	\$ 2,492



November 25, 2025

Mr. Dikran Kalaydjian, PE, ENV SP
Land & Water Engineering Science, Inc.
8950 Martin Luther King St. N., Suite 205
St. Petersburg, FL 33702

**RE: STARKEY CHANNEL 5 TREE INVENTORY AND TREE MITIGATION PLAN
SCOPE OF SERVICES AND FEE PROPOSAL**

Dear Dikran,

Attached is a proposal for the preparation of a tree inventory, canopy impact analysis, and tree mitigation plan for the proposed Starkey Road Channel 5 Bank Stabilization Project located in Pinellas County, FL. The proposal also includes a tree canopy impact analysis.

The following pages are the scope and fee requested, along with our assumptions used in preparing the limits of this proposal.

I am delighted to have the opportunity to again work with your team.

Sincerely,

PlaceMaker Design Studio, LLC

A handwritten signature in black ink, appearing to read 'Chris Anuskiewicz'. The signature is fluid and cursive, with a large loop at the end.

Chris Anuskiewicz, RLA
Managing Member



SCOPE OF SERVICES

Land & Water Engineering Science, Inc. (Client) wishes to hire **PlaceMaker Design Studio, LLC** (Consultant) to provide consulting arborist and landscape architecture services for the proposed Starkey Road Channel 5 Bank Stabilization project in Pinellas County. The channel is located between Starkey Rd and the CSX Railroad.

The scope of services is for a Tree Inventory Plan, a Tree Mitigation Plan, and a Tree Canopy Impact Analysis. All site design, hardscape, grading, demo, and exterior design elements will be prepared by Client. Owner has requested that irrigation be excluded and has indicated that the Owner intends to water all plantings as required for establishment by water truck and hand watering. Owner is responsible for all watering requirements.

The project site is shown in the attached graphic **Exhibits B-1, B-2, B-3, B-4, B-5, & B-6**. The planning jurisdiction is **Pinellas County**.

Project Tasks

Task 1: Tree Inventory and Disposition Plan

Consultant to provide a tree inventory identifying the tree species and condition ratings.

- Arborist's consultation to provide tree inventory, identification, and condition evaluation for 316 trees within the limit of work area that are shown on the survey.
- Provide a tree inventory plan sheet with condition ratings (tree locations and DBH measurements will be provided to Consultant by a professional surveyor and excluded). Client to provide current survey with tree locations and DBH measurements in AutoCAD format. The prepared inventory will include a matrix that identifies species and tree rating. Tree ratings will be provided on a 0-6 rating basis per the Pinellas County Tree Rating System in Section 138-3654 of the Pinellas County Land Development Code. Inventory will be prepared by an ISA Certified Arborist. The Tree Inventory and Disposition Plan will include the following:
 - Species identification
 - DBH provided by professional surveyor
 - Critical Root Zone (County requested standard of 3.5x DBH)
 - Tree disposition
- Up to two (2) site visits will be performed to complete the tree inventory.
- Up to one (1) virtual design team meeting of up to two (2) hours in length

Fixed Fee Calculation: 93.75 hours X \$160 = \$15,000

- Field work: 22 hours
- Data matrix of field data: 25 hours
- Tree inventory and disposition plan: 31
- Project coordination and comments / submittal responses: 14 hours
- Design team virtual meeting: 2 hours



Task 2: Tree Mitigation Planting Plan

1. Tree Mitigation Planting Plan will address the following: location, size, quantity of trees and palms with typical tree planting details and specifications.
2. Tree Mitigation Plan will contain replacement calculations, as needed, for submittal requirements. Provide Tree mitigation calculations per Section 138-3654.
3. The County has indicated that they will take responsibility for watering plant material. Plans will indicate plant material will be watered by the County with watering trunks and hand watering as required. Owner has requested no permanent irrigation system. Consultant is not responsible for inadequate watering of plant material.
4. Up to one (1) virtual client meeting of up to two (2) hours in length.

Fixed Fee Calculation: 50 hours x \$ 160 hours = \$8,000

- Tree mitigation calculations: 3 hours
- Tree mitigation planting plan sheets: 26 hours
- Tree mitigation planting plan details: 2 hours
- Tree mitigation planting plan specifications: 3 hours
- Project coordination and comments / submittal responses: 16 hours

Task 3: Tree Canopy Impact Analysis

Consultant will prepare a tree canopy impact analysis based on the DBH measurements provided on the survey. The canopy impact analysis will be based on 1" DBH = 1' of canopy radius. Palms will be calculated at 250 SF per palm tree. Tree mitigation requirements will also be added to the analysis based per Sec. 138-3654(a)(4). A canopy analysis will be prepared on up to two (2) design alternatives prepared by Land and Water. The impact to the tree canopy will be evaluated as it related to the impacts the proposed alternative will have on tree canopy loss. The canopy coverage calculation for each tree will be provided on the Tree Inventory.

Fixed Fee Calculation: 31.25 hours x \$ 160 hours = \$5,000

- Calculate tree canopy for analysis: 8 hours
- Calculate impacts for up to two (2) design alternatives: 16 hours
- Project coordination and comments / submittal responses: 8 hours

PROPOSED PROFESSIONAL FEES

PlaceMaker Design Studio, LLC proposes to be compensated on a **Fixed Fee** basis.

The fees for the SCOPE OF SERVICES shall be as follows:

Task 1: Tree Inventory and Tree Disposition Plan: \$ 15,000 Fixed Fee

Task 2: Tree Mitigation Plan: \$ 8,000 Fixed Fee

Task 3: Tree Canopy Impact Analysis: \$ 5,000 Fixed Fee

PROJECT ASSUMPTIONS

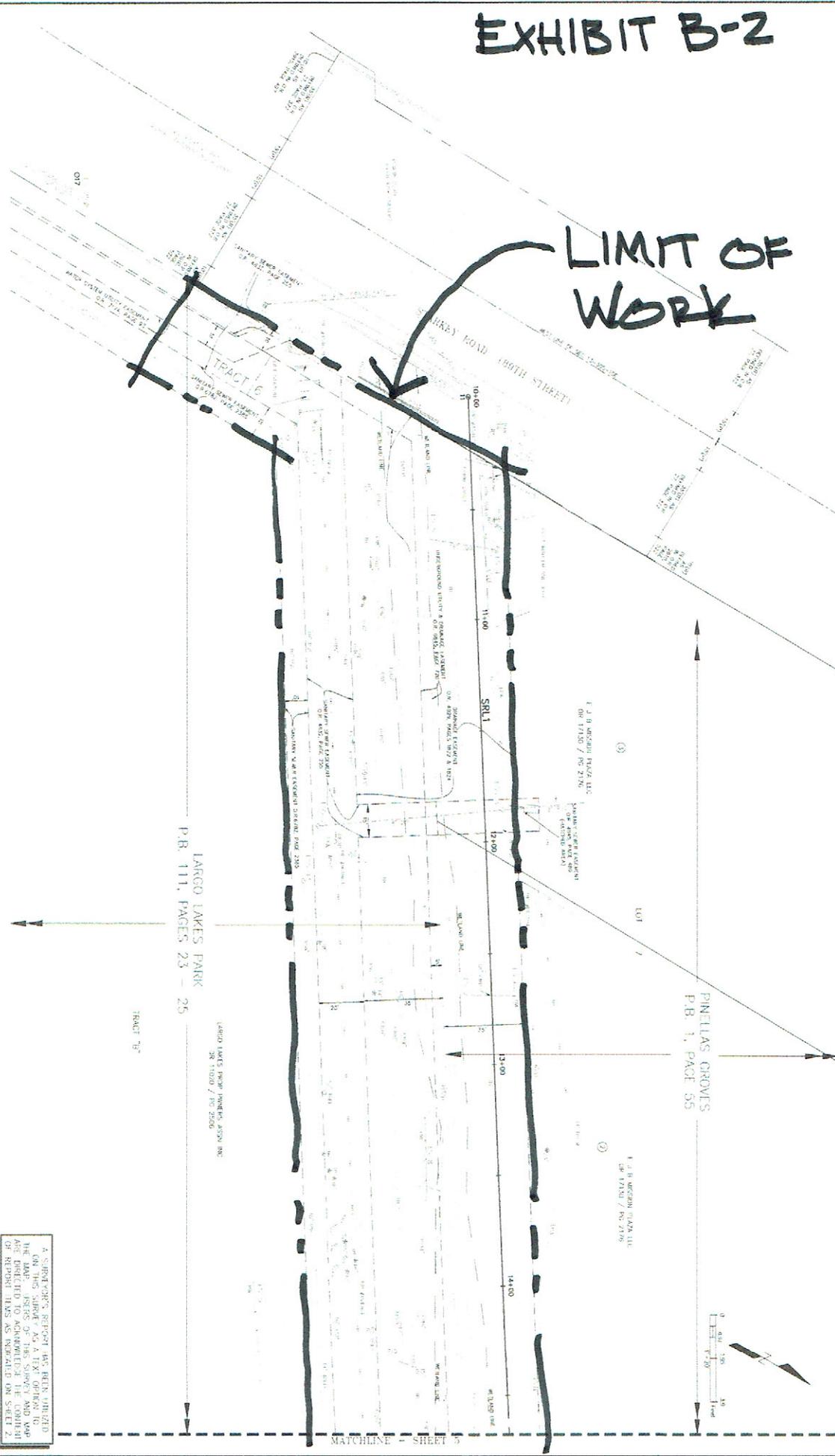
1. A coordinated site plan prepared by the civil engineer will be provided as a background to prepare the plans.



2. Consultant recommends services during construction; however, Client has requested no services during construction, bidding assistance, or construction observation services. Any request for coordination during construction will be considered additional services.
3. Record drawings are excluded and PlaceMaker Design Studio is not providing digital Autocad submittals that follow Pinellas County Autocad Standards. All plan submittals will be in PDF format using PlaceMaker Design Studio's office standard.
4. Client to provide site plan, all required survey data (including existing tree size, location, general species type, and DBH), and base AutoCad drawings. Consultant will rely on Client provided data as being accurate. Consultant does not accept responsibility for inaccurate data. Plans will be prepared in AutoCAD.
5. Field work will only be conducted if the site is dry, accessible, safe, free of active encampments, and not excessively overgrown. The Client and Owner are responsible for resolving any conditions that prevent safe site access.
6. This fee proposal assumes the Client's staged approval of design progress and does not include value-engineering services after submission of our work. Significant deviation from previously approved and directed work will be subject to additional services. Plans will be prepared as one phase of development. Any requests for additional landscape enhancements or irrigation design work will be considered additional services.
7. All hardscape and grading prepared by Land & Water. Design scope includes Tree Inventory / Tree Disposition Plan, Tree Mitigation Plan, and Tree Canopy Impact Analysis only. Cost estimating excluded. Graphic exhibits and color renderings are excluded.
8. Associated permitting and development fees not included. Any tree removal permits and applications by owner or contractor. Habitat Management and Permit by contractor. Client will solicit all bids. If required, Invasive plan removal plans will be prepared by Land & Water. Tree barricades will be shown on the civil engineer's demolition plan.
9. The existing project boundary will allow code requirements to be met for the proposed project scope.
10. Owner has indicated they will be hand watering all proposed plant material during plant establishment with a watering truck. Any request for an automatic irrigation system will be considered additional services. Consultant is not responsible for unsuccessful hand watering and loss of plant material.
11. Additional site visits, meetings, and all other services are excluded from fixed fee tasks. These services and fees for additional services may be negotiated as required.
12. Drawings will be 24" x 36". Development applications by owner or owner's representative.
13. As installed documentation and warranty materials to be provided by contractor. Coordination for as-built drawings excluded and will be considered additional services.
14. PlaceMaker Design Studio, LLC will provide only those services described in the Scope of Services that is part of this agreement. PlaceMaker Design Studio, LLC shall have no responsibility or liability whatsoever for any services beyond those specifically described in the Scope of Services, and any and all other services are specifically excluded.

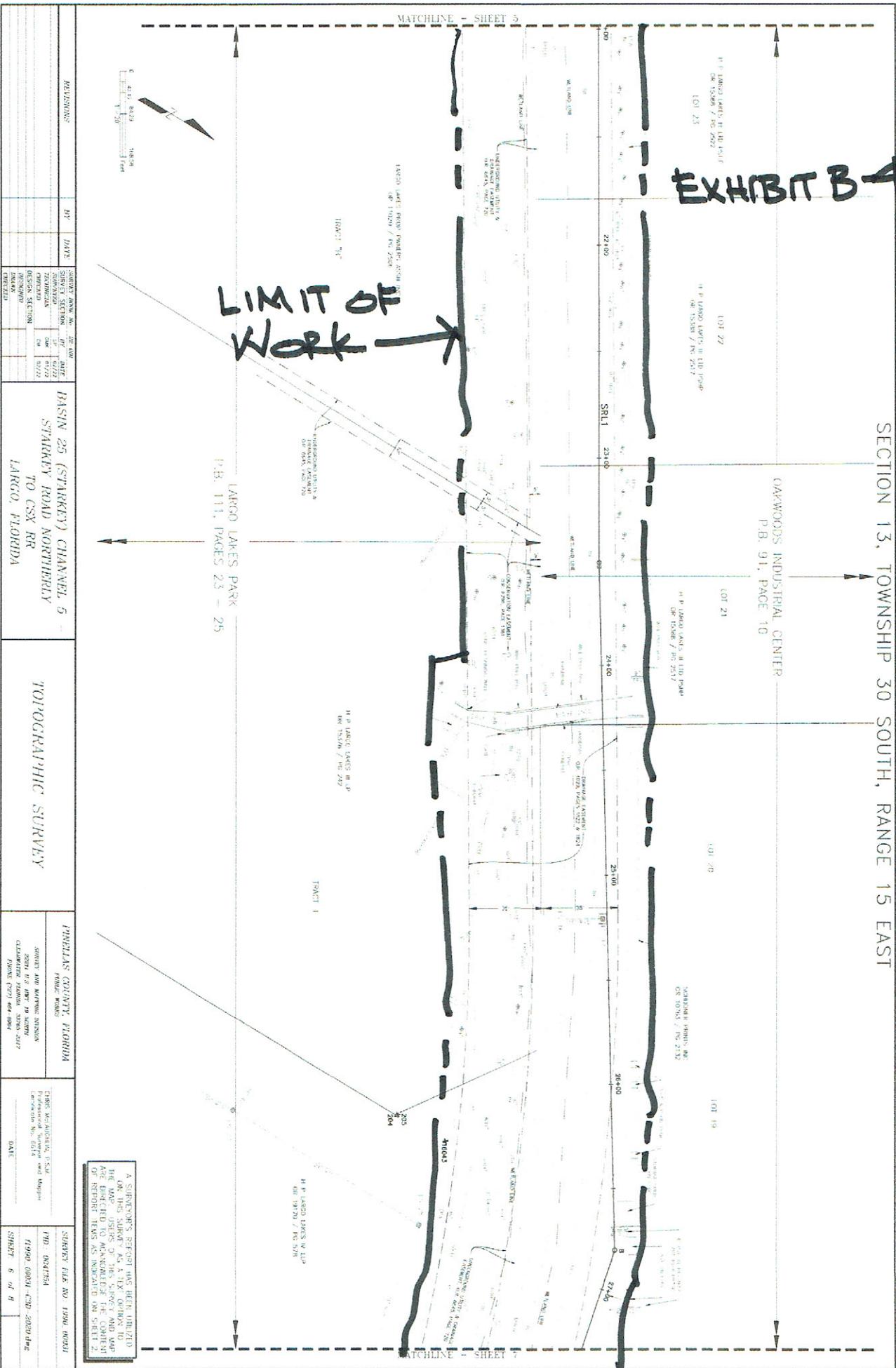
EXHIBIT B-2

SECTION 13, TOWNSHIP 30 SOUTH, RANGE 15 EAST



<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	BY	DESCRIPTION					<p>PROJECT DATA</p> <table border="1"> <tr> <td>PROJECT NO.</td> <td> </td> </tr> <tr> <td>DATE</td> <td> </td> </tr> <tr> <td>BY</td> <td> </td> </tr> <tr> <td>REVISIONS</td> <td> </td> </tr> <tr> <td>DESIGN SECTION</td> <td> </td> </tr> <tr> <td>CONSTRUCTION</td> <td> </td> </tr> </table>		PROJECT NO.		DATE		BY		REVISIONS		DESIGN SECTION		CONSTRUCTION	
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<p>BASIN 25 (STARKY) CHANNEL 5 STARKY ROAD NORTHERLY LARGO, FLORIDA</p>		<p>TOPOGRAPHIC SURVEY</p>																					
<p>PINELLAS COUNTY, FLORIDA</p> <p>OWNER AND ADDRESS 2021 S.W. 79 STREET CLEARWATER, FLORIDA 34625-2412 PHONE (727) 464-9868</p>		<p>DATE</p>																					
<p>DATE</p>		<p>SURVEY FILE NO. 1990-00001</p> <p>TRK. 0041534</p> <p>1100-0001 (20) 2020 DWG</p> <p>SHEET 4 OF 8</p>																					

A SURVEYOR'S REPORT HAS BEEN SUBMITTED ON THIS SURVEY AS A TEXT OPTION TO THE MAP. PLEASE CONTACT THE SURVEYOR TO OBTAIN THE REPORT. THE REPORT IS AVAILABLE ON THE SURVEYOR'S WEBSITE.



<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DATE	BY	DATE					<p>STARKLEY ROAD NO. 207 000</p> <p>DATE: 06/22/16</p> <p>BY: JMD</p> <p>PROJECT: STARKLEY ROAD NORTHERLY TO CSX RR</p> <p>LOCATION: LARGO, FLORIDA</p>	
NO.	DATE	BY	DATE								
<p>BASIN 25 (STARKLEY) CHANNEL 5</p> <p>STARKLEY ROAD NORTHERLY TO CSX RR</p> <p>LARGO, FLORIDA</p>		<p>TOPOGRAPHIC SURVEY</p>									
<p>PHOENIX COUNTY, FLORIDA</p> <p>PROJECT AND MAPING DIVISION</p> <p>DATE: 06/22/16</p> <p>PROJECT NO: 1790_0035</p> <p>PHONE: (772) 664-4004</p>		<p>CHRS. MCANULTON, P.E., S.M.</p> <p>License No. 5014</p> <p>DATE: </p>									
<p>PROJECT FILE NO. 1790_0035</p> <p>PROJECT NO. 1790_0035</p> <p>DATE: 06/22/16</p>		<p>PROJECT NO. 1790_0035</p> <p>DATE: 06/22/16</p>									

A SURVEYOR'S REPORT HAS BEEN OBTAINED FOR THIS SUBJECT AS A TEXT OPTION TO THE MAP. USERS OF THIS SURVEY AND MAP ARE DIRECTED TO ACKNOWLEDGE THE CONTENT OF REPORTS TERMS AS INDICATED ON SHEET 2.

**VIA EMAIL**

November 25, 2025

Dikran Kalaydjian, PE, ENV SP
Principal



8950 Dr Martin Luther King Jr St N, Suite 205
St Petersburg, FL 33702

Email: dikran@lwes.net

**Subject: Proposal for Structural Engineering Services
Starkey Road Channel 5 Bank Stabilization
Pinellas County, Florida**

Mr. Kalaydjian,

Biller Reinhart Engineering Group, Inc. (BillerReinhart) is pleased to provide you with this proposal for structural engineering services. The following information outlines our understanding of the project, our proposed scope of services, and compensation for our services.

Project Information

The existing banks of Starkey Road Channel 5, consist of very loose sand that has little or no cohesion. The channel has been experiencing both fluvial and mass failure erosion for decades. Channel degradation has caused the creek to deepen, resulting in steepening of the banks and bank failures that encroach onto the maintenance road and toward commercial properties on both sides of the embankment. Severe erosion has also caused sediment transport downstream.

BillerReinhart understands the objective of this project is to further develop the previously selected design Alternative 4 – Combination of Gabion Baskets and Sheet Pile Walls from the Preliminary Engineering Report for Starkey Road Channel 5 Bank Stabilization, prepared by Land & Water Engineering Science, dated July 24, 2024. The design provides a vertical wall (gabion baskets) on the western and eastern portions of the channel, and vertical wall (sheet piles) in the middle portion. The scope of work

TAMPA | ST. PETERSBURG | FT. LAUDERDALE

3434 Colwell Avenue Suite 100, Tampa, Florida 33614 – t: 813.908.7203, f: 813.931.5200

www.billerreinhart.com

includes, but is not limited to hydrologic and hydraulic modeling, permit and construction level drawings, and bid support documents.

Structural design for the project includes the following:

1. Cantilevered sheet pile wall and cap design (geotechnical information will be provided by others) about $\pm 1,100$ LF of the channel.
2. New Pedestrian Bridge:
 - a. Specifications for a new pre-engineered pedestrian bridge.
 - b. Designate the connections of the pre-engineered bridge framing to concrete abutments at ends.
 - c. Designate handrail/guardrail for the pedestrian bridge.
 - d. Concrete abutments
 - Abutment and wingwall geometry
 - Reinforcement steel
 - Number and spacing of piles based on geotechnical information provided for design by others.

Scope of Work

Based on the above project information, BillerReinhart proposes the following scope of services:

Design Phase

1. Review any available/provided preliminary concepts, designs, documents, reports, etc., prepared regarding the Starkey Road Channel 5 project.
2. Review Geotechnical Report for cantilevered sheet pile wall design parameters/criteria and the recommendations at bridge abutments.
3. Develop loads and perform calculations to design the various structural components mentioned above for the new cantilevered sheet pile wall and pre-engineered pedestrian bridge supports. BillerReinhart anticipates utilizing a uniform sheet pile section throughout the channel.
4. Prepare 60%, 90%, and 100% construction documents (drawings and specifications) that include details for the new cantilevered sheet pile wall and pre-engineered pedestrian bridge supports. The 60%, 90%, and 100% structural set of drawings will be prepared based on correspondence and coordination with Land & Water Engineering Science.
5. The drawings will be signed and sealed by a licensed Professional Engineer registered in the State of Florida (BillerReinhart). Digital signature for signing and sealing by a by a licensed Professional Engineer registered in the State of Florida will be acceptable.
6. The proposal assumes that provided CAD (civil, site, etc.) files outline all required information to perform the design of the new cantilevered sheet pile wall and pre-engineered pedestrian bridge supports, including but not limited to, the location

of the proposed designs and any required information throughout the 60%, 90% and 100% changes.

7. The proposal assumes that geotechnical engineering information for the existing soils where the new above-mentioned structures will be constructed will be provided.

The following is not considered to be within the project scope for this proposal:

1. Re-design to accommodate proposed design/scope changes and/or value engineering can be performed as additional services.
2. Services for bid and negotiations can be performed as additional services.
3. Site visits to observe project construction and/or attend project related meetings will be performed and invoiced on an hourly basis per the attached *Fee Schedule* or, if the client prefers, a separate proposal can be prepared.

Compensation

Based on the above scope of services, we propose to complete the work for lump sum fees as follows:

<u>SUBMITTAL</u>	
60%	\$26,550.00
90%	\$13,275.00
100%	\$4,425.00
TOTAL	\$44,250.00

The above fees include minimal expenses such as copying, printing, etc. Requested and/or required services not listed above (additional services) will be performed and invoiced on an hourly basis per the attached *Fee Schedule* or, if the client prefers, a separate proposal can be prepared for such additional services.

We look forward to providing our structural engineering services to you on this and future projects. If you have any questions, please contact our office at 813.908.7203.

Sincerely,

Biller Reinhart Engineering Group, Inc.



Robert J. Reinhart, PE, SI, BAE, ME
 Vice President / Principal Structural Engineer

Attachments: *Fee Schedule, Hours Per Rate Breakdown Table, Standard Terms and Condition*



2025 FEE SCHEDULE

PROFESSIONAL SERVICES	
PERSONNEL	HOURLY RATE
Principal, P.E.	\$280.00
Senior Project Manager, P.E.	\$205.00
Threshold Special Inspector, P.E.	\$190.00
Senior Structural Engineer, P.E.	\$190.00
Project Manager	\$175.00
Project Engineer	\$155.00
Senior Engineering Technician	\$145.00
Threshold Special Inspector Authorized Representative	\$135.00
Engineering Technician	\$130.00
CAD Technician	\$120.00
Administration	\$80.00
Outside of Normal Business Hours	1.5 x Hourly Rate
Time is billed "portal to portal".	

REIMBURSABLE EXPENSES	
Subcontractor, Subconsultant, Outside Services	Cost Plus 15%
Document Reproduction, Shipping Charges	Cost Plus 15%
Expended materials for field or office use, equipment rental, fees advanced on client's behalf	Cost Plus 15%
Airfare, Automobile Rental, Parking, Tolls, Incidental expenses incurred during travel	Cost Plus 15%
Use of Personal Automobiles, per mile	\$0.81

Starkey Road Channel 5									
Personnel	Principal	Project Mgr	Senior Engr	Project Engr	CAD	Admin	Totals		
Rate	\$ 280.00	\$ 205.00	\$ 190.00	\$ 155.00	\$ 120.00	\$ 80.00			
Design Phase									
Tasks									
Bridge Correspondence and Project Management		2				1			
Sheetpile Correspondence and Project Management		2				1			
Load Generations - Pedestrian Bridge			4	4					
Specification - Pre-engineered Pedestrian Bridge			8	8					
Load Generations - Retaining Walls			4	4					
Design - Bridge Abutments / Retaining Wing Walls			4	16					
Design - Ramp/Apporach			4	8					
Pile Review and Capacity with Abutment Design			4	8					
Sheetpile Wall									
Calculations			4	8					
Drawing Preparation			4	4					
Technical Specifications			4	4					
Coordination			4	4					
General Structural Notes			4	4	4				
Drawing Preparation			8	8	80				
60% Submittal	1	1	1	1	2			60%	\$ 26,550.00
90% Submittal	1	1	1	1	2			90%	\$ 13,275.00
100% Submittal	1	1	1	1	2			100%	\$ 4,425.00
Principal review	6	2	2	2	2			TOTAL	\$ 44,250.00
General Monthly Project Management and Correspondence		16				8			
Total Manhours	9	25	61	85	92	10	282		
Fee	\$ 2,520.00	\$ 5,125.00	\$ 11,590.00	\$ 13,175.00	\$ 11,040.00	\$ 800.00	\$ 44,250.00		



October 21, 2025

Land & Water Engineering Sciences, Inc.
8950 Martin Luther King St. N.
Suite 205
St. Petersburg, FL 33702

Subject: Scope and Budget – Design & Permitting for Starkey 5 Bank Stabilization Project

Quest Corporation of America, Inc. (Quest) is pleased to submit our proposed scope of services and budget for the *Design & Permitting for Starkey 5 Bank Stabilization* project with Pinellas County. The following outlines our proposed scope of work and associated budget, which reflects our commitment to delivering high-quality, timely, and cost-effective services in support of Land & Water Engineering Services, Inc. and Pinellas County's objectives.

Task 9: Public Engagement & Project Information Meeting

Community Awareness Plan: Maintenance and updates of a Community Awareness Plan that will include a list of public information priorities, current and future projects, and engagement strategies and approaches. The plan will also include a list of local elected and appointed public officials; interested parties (any person or institution expressing an interest in the project); local citizens who the project may impact; and agency staff. Support will include the recording and summarization of all public outreach efforts, including newsletters, social media content, public meetings, and geofencing activities; a detailed analysis of feedback received through public comments, meetings, surveys, and geofencing notifications; and any key themes, concerns, and/or recommendations.

Coordination Meeting Facilitation: Support and participate in meetings with the County to share project information. Support will include, but not be limited to, preparation and facilitation of a 60-minute meeting, a 30-minute presentation during the meeting, meeting materials, note taking, drafting of reports and correspondences, and summarizing meetings in a memo to the file.

Graphics Production/Renderings: Development of high-quality graphics and visual renderings to support community engagement, design review, and decision-making. These materials will help communicate technical information in a way that is clear, approachable, and visually compelling.

Frequently Asked Questions (FAQs): Preparation of FAQs for use in various public involvement activities.

Public Notifications: Assist with the drafting, distribution, and delivery of printed and digital public letters and notices, fliers, posters, ads, and educational materials

Optional Service 4 - Additional Public Engagement Meeting

Public Meeting Facilitation: Support and participate in meetings with the County to share project information. Support will include, but not be limited to, preparation and facilitation of two 60-minute meetings, a 30-minute presentation during the meetings, meeting materials, note taking, drafting of reports and correspondences, and summarizing meetings in a memo to the file.



Task	Description	Hours	Rate	Amount
Public Meeting Preparations	Coordinate public outreach and meeting planning with the Department and provide weekly updates and other needed information to the Department to ensure the accuracy of the project communication efforts.	48	\$ 124.57	\$ 5,979.36
Public Meeting Attendance/Follow-up	Facilitate and attend at least two (2) public meetings and prepare a meeting summary. The summary includes a copy of all slides, boards, hand outs, completed sign-in sheets and completed comment forms.	40	\$ 124.57	\$ 4,982.80
	Total	88		\$ 10,962.16

Please do not hesitate to contact us if you have any questions.

Sincerely,

Cynthia Palmer

Cynthia Palmer

Chief Operating and Financial Officer

Cynthia.Palmer@QCAusa.com

ATTACHMENT C – DESIGN SUBMITTAL CHECKLIST

DESIGN SUBMITTAL CHECKLIST			
30% PLANS	60% PLANS	90% PLANS	100% PLANS
Key sheet	Key sheet	Key sheet	Key sheet
Watershed map	Watershed maps (existing and proposed)	Watershed maps (existing and proposed)	Watershed maps (existing and proposed)
General notes	General notes	General notes	General notes
Signature sheet (if multiple EORs)			
Typical section	Summary of quantities	Summary of quantities	Summary of quantities
Project layout sheet	Typical sections	Typical sections	Typical sections
Plan and profile sheets	Project layout sheet	Project layout sheet	Project layout sheet
Demo sheet	Plan and profile sheets	Plan and profile sheets	Plan and profile sheets
Special profiles	Demo sheet	Demo sheet	Demo sheet
Back of sidewalk profiles	Selective clearing and grubbing sheet	Selective clearing and grubbing sheet	Selective clearing and grubbing sheet
Intersection layout/detail sheet	Special profiles	Special profiles	Special profiles
Cross sections with earthwork	Back of sidewalk profiles	Back of sidewalk profiles	Back of sidewalk profiles
Driveway half-sections	Interchange layout sheet	Interchange layout sheet	Interchange layout sheet
Conceptual Temporary Traffic Control Plan/Maintenance of Traffic (TTCP/MOT) plan, including JPA and utility relocation work	Summary of structures	Summary of structures	Summary of structures
Topographic/Hydrographic survey, including trees >4" DBH and utilities	Intersection layout/detail sheet	Intersection layout/detail sheet	Intersection layout/detail sheet
Grading plan	Ramp terminal detail	Ramp terminal detail	Ramp terminal detail
Planting plan sheet	Cross sections (roadway, lateral ditch, etc.) with earthwork	Retaining wall details	Retaining wall details
Preliminary wetland delineation/jurisdictional boundaries	Driveway half-sections	Approach slab details	Approach slab details
AutoCAD Civil 3D files per Pinellas County CAD kit	Stormwater facility layout, sections, and details	Box culvert(s) details and data	Box culvert(s) details and data
	Structure details (stormwater, miscellaneous, etc.)	Special roadway/stormwater construction detail sheets	Special roadway/stormwater construction detail sheets
	Conceptual Temporary Traffic Control Plan/Maintenance of Traffic (TTCP/MOT) plan, including JPA and utility relocation work	Cross sections (roadway, lateral ditch, etc.) with earthwork	Cross sections (roadway, lateral ditch, etc.) with earthwork
30% DESIGN DOCUMENTATION	Topographic/Hydrographic survey, including trees >4" DBH and utilities	Driveway half-sections	Driveway half-sections
Project schedule	Tree protection sheet, including table of trees to be saved/removed (location/coordinates, size, type)	Stormwater facility layout, sections, and details	Stormwater facility layout, sections, and details
Scope of services	Grading plan	Structure details (stormwater, miscellaneous, etc.)	Structure details (stormwater, miscellaneous, etc.)
List of previously approved design criteria	Bridge plan and hydraulic recommendations sheet	Conceptual Temporary Traffic Control Plan/Maintenance of Traffic (TTCP/MOT) plan, including JPA and utility relocation work	Conceptual Temporary Traffic Control Plan/Maintenance of Traffic (TTCP/MOT) plan, including JPA and utility relocation work
PER/PD&E summary of commitments	Soil survey (borrow site, roadway, stormwater, etc.)	Topographic/Hydrographic survey, including trees >4" DBH and utilities	Topographic/Hydrographic survey, including trees >4" DBH and utilities
Approved typical section	Planting plan sheet	Tree protection sheet, including table of trees to be saved/removed (location/coordinates, size, type)	Tree protection sheet, including table of trees to be saved/removed (location/coordinates, size, type)
Draft pavement design	Wetland delineation/jurisdictional boundaries	Grading plan	Grading plan
Engineer's estimate of probable construction costs	Erosion and sedimentation control sheets	Bridge hydraulic recommendations sheet	Bridge hydraulic recommendations sheet
Project design directives	Stormwater Pollution Prevention Plan (SWPPP)	Soil survey (borrow site, roadway, stormwater, etc.)	Soil survey (borrow site, roadway, stormwater, etc.)
Draft design variations and/or exceptions	Utility adjustment sheet(s)	Planting plan sheet	Planting plan sheet
Preliminary proposed horizontal geometry computations	Geotechnical boring locations and information	Wetland delineation/jurisdictional boundaries	Wetland delineation/jurisdictional boundaries
Preliminary proposed vertical geometry computations	AutoCAD Civil 3D files per Pinellas County CAD kit	Erosion and sedimentation control sheets	Erosion and sedimentation control sheets

Preliminary proposed superelevation computations		Stormwater Pollution Prevention Plan (SWPPP)	Stormwater Pollution Prevention Plan (SWPPP)
Preliminary stormwater/pond siting report		Utility adjustment sheet(s)	Utility adjustment sheet(s)
Design high water report		Utility contract plans (UWHCAs)	Utility contract plans (UWHCAs)
Preliminary geotechnical report	60% DESIGN DOCUMENTATION	Geotechnical boring locations and information	Geotechnical boring locations and information
Existing right-of-way maps or right-of-way control survey (by County)	Project schedule	AutoCAD Civil 3D files per Pinellas County CAD kit	AutoCAD Civil 3D files per Pinellas County CAD kit
Community involvement/public information meeting plan	Scope of services		
Sidewalk location matrix	List of previously approved design criteria		
PPT comments and responses from all previous reviews and meeting minutes	PER/PD&E summary of commitments		
30% QC set of plans with all revisions, comments, and responses	Approved typical section package	90% DESIGN DOCUMENTATION	100% DESIGN DOCUMENTATION
Hydraulic analysis – memo/report for existing and proposed condition	Approved pavement design package	Project schedule	Project schedule
ICPR v4 existing and proposed conditions models (ECM and PCM), with graphics, background	Engineer's estimate of probable construction costs, using County pay-items	Scope of services	Scope of services
images, PDF of results, and all associated GIS files for each design storm	Project design directives	List of previously approved design criteria	List of previously approved design criteria
Preliminary bridge hydraulics report	Design variations and/or exceptions	PER/PD&E summary of commitments	PER/PD&E summary of commitments
Preliminary cross drain and outfall analysis	Stormwater design documentation, including all tabulations/computations	Documentation of field review and meeting minutes	Documentation of field review and meeting minutes
Water quality calculations and all associated data	Horizontal geometry computations	Approved typical section package	Approved typical section package
Water/sediment quality testing memo summary and all laboratory data, including QC documentation.	Vertical geometry computations	Approved pavement design package	Approved pavement design package
Sediment characterization and summary of recommendations for beneficial reuse/disposition of dredged materials	Superelevation computations	Engineer's estimate of construction costs, using County pay-items	Engineer's estimate of construction costs, using County pay-items
Resource/measurable benefit calculations, signed/sealed (if project has a grant)	Stormwater/pond siting and site selection report	Project design directives	Project design directives
Geographic Information Systems (GIS) files	Design high water report	Design variations and/or exceptions	Design variations and/or exceptions
Preliminary environmental report, including threatened and endangered (T&E) species survey	Geotechnical report	Stormwater design documentation, including all tabulations/computations	Stormwater design documentation, including all tabulations/computations
	Lane closure analysis	Horizontal geometry computations	Horizontal geometry computations
	Driveway modifications report and half-sections	Vertical geometry computations	Vertical geometry computations
	Existing right-of-way maps or right-of-way control survey (by County)	Superelevation computations	Superelevation computations
	Certification that plans match the right-of-way maps	Stormwater/pond siting and site selection report	Stormwater/pond siting and site selection report
	Sea level rise analysis	Design high water report	Design high water report
	Community involvement/public information meeting plan	Geotechnical report	Geotechnical report
	Sidewalk location matrix	Lane closure analysis	Lane closure analysis
	Utility conflict matrix	Driveway modifications report and half-sections	Driveway modifications report and half-sections
	PPT comments and responses from all previous reviews and meeting minutes	Right-of-way maps or right-of-way control survey (by County)	Right-of-way maps or right-of-way control survey (by County)
	60% QC set of plans with all revisions, comments, and responses, including constructability review	Certification that plans match the right-of-way maps	Certification that plans match the right-of-way maps
	Hydraulic analysis – memo/report for existing and proposed condition	Sea level rise analysis	Sea level rise analysis
	ICPR v4 existing and proposed conditions models (ECM and PCM), with graphics, background	Community involvement/public information meeting results	Community involvement/public information meeting results
	images, PDF of results, and all associated GIS files for each design storm	Sidewalk location matrix	Sidewalk location matrix
	Bridge hydraulics report	Utility conflict matrix	Utility conflict matrix

Cross drain and outfall analysis	PPT comments and responses from all previous reviews and meeting minutes	PPT comments and responses from all previous reviews and meeting minutes
Water quality calculations and all associated data	90% QC set of plans with all revisions, comments, and responses, including constructability review	100% QC set of plans with all revisions, comments, and responses, including constructability review
Water/sediment quality testing memo summary and all laboratory data, including QC documentation.	Hydraulic analysis – memo/report for existing and proposed condition	Hydraulic analysis – memo/report for existing and proposed condition
Sediment characterization and summary of recommendations for beneficial reuse/disposition of dredged materials.	ICPR v4 existing and proposed conditions models (ECM and PCM), with graphics, background images, PDF of results, and all associated GIS files for each design storm	ICPR v4 existing and proposed conditions models (ECM and PCM), with graphics, background images, PDF of results, and all associated GIS files for each design storm
Application packages for environmental, stormwater and any other applicable permits	Cross drain and outfall analysis	Bridge hydraulics report
Pre-application meetings have been held with the responsible agencies for all applicable permits	Water quality calculations and all associated data	Cross drain and outfall analysis
Supplemental specifications and special provisions (section D)	Water/sediment quality testing memo summary and all laboratory data, including QC documentation.	Water quality calculations and all associated data
Resource/measurable benefit calculations, signed/sealed (if project has a grant)	Sediment characterization and summary of recommendations for beneficial reuse/disposition of dredged materials.	Water/sediment quality testing memo summary and all laboratory data, including QC documentation.
Geographic Information Systems (GIS) files	Submitted environmental, stormwater and any other applicable permit application package(s)	Sediment characterization and summary of recommendations for beneficial reuse/disposition of dredged materials.
Environmental report, including threatened and endangered (T&E) species survey	Supplemental specifications and special provisions (section D)	dredged materials.
	Resource/measurable benefit calculations, signed/sealed (if project has a grant)	All permits have been received (except for those to be obtained by the construction contractor)
	Geographic Information Systems (GIS) files	Supplemental specifications and special provisions (section D)
	Environmental report, including threatened and endangered (T&E) species survey	Resource/measurable benefit calculations, signed/sealed (if project has a grant)
	SBE % recommendation and justification	Geographic Information Systems (GIS) files
		Environmental report, including threatened and endangered (T&E) species survey
		SBE % recommendation and justification

August 20, 2025

Land & Water Engineering Science

8950 Dr Martin Luther King Jr St N, Suite 205
St Petersburg, FL 33702

Schedule of Rates

Project No: **25-0437-RFQ-CCNA**
Project Title: **Starkey Channel 5 Bank Stabilization**
Consultant: **Land & Water Engineering Science**
Subconsultant Name: AREHNA Engineering, Inc.

The following rates are AREHNA's proposed staff rates for the above referenced contract. We understand that the rates shall be held firm for the initial contract term and no rate increases shall be granted during this time.

STAFF CLASSIFICATION	BILLING RATE (\$/HR)
Principal Engineer	\$ 291.00
Chief Engineer	\$ 258.00
Senior Engineer	\$ 242.00
Project Manager	\$ 180.00
Engineer	\$ 191.00
Professional Geologist	\$ 144.00
Engineer Intern	\$ 124.00
CADD/Computer Technician	\$ 113.00
Senior Inspector	\$ 108.00
Senior Engineering Technician	\$ 93.00
Inspector	\$ 82.00
Engineering Technician	\$ 72.00
Technical Secretary	\$ 82.00
Secretary/Clerical	\$ 67.00

We look forward to working with you on the contract. If you have any questions or require further information, please contact our office at 813-944-3464.

Sincerely,



Jessica McRory, PE
President



5404 Cypress Center Dr.
Suite 125
Tampa, FL 33609
813.207.7200 phone

esassoc.com

August 19, 2025

Subject: ESA Schedule of Rate Values
Pinellas County Starkey Channel 5 Bank Stabilization Project

Please accept Environmental Science Associates' Schedule of Rate Values below:

Classification	ESA Burdened Rate by Classification
Director	\$363
Managing Scientist	\$299
Senior Environmental Scientist	\$269
Environmental Scientist III	\$221
Environmental Scientist II	\$181
Environmental Scientist I	\$148
Environmental Technician	\$102

Sincerely,

Chris Warn
Vice President



2025 FEE SCHEDULE

PROFESSIONAL SERVICES	
PERSONNEL	HOURLY RATE
Principal, P.E.	\$280.00
Senior Project Manager, P.E.	\$205.00
Threshold Special Inspector, P.E.	\$190.00
Senior Structural Engineer, P.E.	\$190.00
Project Manager	\$175.00
Project Engineer	\$155.00
Senior Engineering Technician	\$145.00
Threshold Special Inspector Authorized Representative	\$135.00
Engineering Technician	\$130.00
CAD Technician	\$120.00
Administration	\$80.00
Outside of Normal Business Hours	1.5 x Hourly Rate
Time is billed "portal to portal".	

REIMBURSABLE EXPENSES	
Subcontractor, Subconsultant, Outside Services	Cost Plus 15%
Document Reproduction, Shipping Charges	Cost Plus 15%
Expended materials for field or office use, equipment rental, fees advanced on client's behalf	Cost Plus 15%
Airfare, Automobile Rental, Parking, Tolls, Incidental expenses incurred during travel	Cost Plus 15%
Use of Personal Automobiles, per mile	\$0.81



Date: August 17, 2025
Reference: Pinellas County- Starkey Channel 5 Bank Stabilization

Schedule of Rate Values	
Job Classification	Fully Loaded Hourly Rate
CADD/ Computer Technician	\$100.00
Project Manager	\$175.00
Senior Utility Coordinator	\$125.00
Secretary/ Clerical	\$60.00
SUE Field Crew Supervisor	\$85.00
SUE Designating Crew (2-Person)	\$218.75
SUE Vacuum Excavation Crew (3-Person)	\$250.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

William G. Reidy, P.E.
V. President

08/17/2025
Date



August 22, 2025

Marissa Marckese
 Land & Water Engineering Sciences
 8950 Dr. Martin Luther King, Jr. St. N
 Suite 205
 St. Petersburg, FL 33702

**RE: Pinellas County - Starkey Channel 5 Bank Stabilization Project
 FLAA Loaded Rates**

Dear Marissa,

We are pleased to submit the following table of loaded rates to support the above referenced project. As a Pinellas County certified small business that annually prequalifies with the Florida Department of Transportation, we appreciate the opportunity!

	Classification	Loaded Billing Rate
Acquisition	Principal	\$196.00
	Project Managers	\$185.00
Appraisal	Senior Right of Way Agents	\$151.00
	Right of Way Agents	\$137.00
Relocation	Administrative Assistants	\$84.00

Acquisition

Appraisal

Relocation

Cost Estimating

Please let us know if you need any additional information.

Property Management

Sincerely,

Lawsuit Preparation

FLORIDA ACQUISITION & APPRAISAL, INC.

David Montalvo
 Contract Management

Encl.

Cc: Jack Curatelli, SR/WA [FLAA]

T (855) 777-3522
 P (813) 241-6354
 F (813) 864-0099

PO Box 89007
 Tampa, FL 33689

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 Suite 700
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Pinellas County
25-0437-RFQ-CCNA; Starkey Channel 5 Bank Stabilization
Quest Corporation of America, Inc.

Please find below our proposed billing rates and multiplier for consideration in support of the Pinellas Count 25-0437-RFQ-CCNA; Starkey Channel 5 Bank Stabilization. These rates are specific to this pursuit and are subject to negotiation and approval as required by the County's procurement process. If a different format is preferred or additional information is needed, we would be happy to accommodate.

Job Classification	Hourly Rate	Overhead Rate	Expense Rate	FCCM	Operating Margin	Total Loaded Hourly Rate	Multiplier
		124.08%	16.57%	0.534%	42.00%		
Public Information Officer	\$40.87	\$50.71	\$6.77	\$0.22	\$17.17	\$115.74	2.83
Public Information Officer – Senior	\$43.99	\$54.58	\$7.31	\$0.23	\$18.48	\$124.57	2.83
Graphic Designer	\$37.50	\$46.53	\$6.21	\$0.20	\$15.75	\$106.19	2.83

Sandee Launch

August 20, 2025

Sandee Launch – Director of Strategic Pursuits and Proposals

Date



111 Forest Lakes Boulevard • Oldsmar, Florida 34677

Tel: 813-854-1342 • Fax: 813-855-6890

www.suncoastlandsurveying.com

August 15, 2025

**Pinellas County Starkey Channel 5 Bank Stabilization
project**

Title	Hourly Rate
CADD Drafter	\$175
Professional Land Surveyor	\$200
Survey Crew	\$250

Hourly rates listed about are fully loaded (burdened), include all labor; direct and indirect overhead; margins and profit; customary expenses; and travel within the Tampa Bay Metropolitan Area. Travel outside of the Tampa Bay Metropolitan Area will be charged in accordance with current Florida Statutes. Rates will be held firm for the initial contract term.



PlaceMaker Design Studio, LLC Schedule of Rate Values

LA Landscape Architecture Consultant \$160.00/Hr.

Hourly rate include all labor, direct / indirect overhead, margins/profits, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

SECTION C – INSURANCE REQUIREMENTS

1. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellas.gov and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.

1) Vendor shall also notify County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellas.gov. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,

D. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

1. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;

2. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;

3. Provide that County will be an additional indemnified party of the subcontract;

4. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;

SECTION C – INSURANCE REQUIREMENTS

5. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 6. Assign all warranties directly to the County; and
 7. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- 1) **Workers' Compensation Insurance** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

Employers' Liability Limits	Florida Statutory
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- 3) **Business Automobile or Trucker's/Garage Liability Insurance** covering owned, hired, and non- owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless

SECTION C – INSURANCE REQUIREMENTS

Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$1,000,000
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- 4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above. No explosion, collapse, or underground damage exclusions allowed.

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- 5) **Pollution Legal/Environmental Legal Liability Insurance** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- 6) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.